Agenda
School Board Regular Meeting and Meeting of the Manatee Leasing Corporation
Updated January 26, 2024

January 30, 2024
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. COLOR GUARD | SOUTHEAST HIGH SCHOOL

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the January 16, 2024 School Board Meeting

8. STUDENT CELEBRATIONS

1. Sunshine State Scholars

9. RECOGNITIONS

1. Kendra Wingate - Every Child is Worth Something

10. PUBLIC COMMENTS (UP TO 30 MINUTES)

Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates the public's input and will listen attentively, consider each comment, and usually will not respond, enter into debate, or answer questions during comments on agenda items or during the public comments section.

PUBLIC INPUT INSTRUCTIONS:
1. Before you begin speaking, please provide any handouts to the Agency Clerk.
2. Please identify yourself only by your full name for the record.
3. You have no more than three minutes to speak. Please stop speaking when the bell rings.
4. Florida Law requires all citizens to conduct themselves in an orderly fashion at public meetings.
5. **WARNING:** Any individual who interferes with the expeditious or orderly process of a School Board meeting, will be subject to removal from the meeting pursuant to Section 1001.372(3) Florida Statutes at the discretion of the Chair. Orderly fashion is deemed as, at a minimum (1) no profanity (2) no vulgar language (3) no discourteous, disrespectful, or disparaging conduct.

11. REPORTS AND PRESENTATIONS

1. Cherry Bekaert LLP Financial Audit Update
2. Blackburn Elementary School Construction Update
3. North County Middle School Construction Update
4. 2023-2024 FAST Progress Monitoring 2 (PM2) Reading Assessment Results

12. CONSENT ITEMS

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board Member, that item will be removed from the Consent Agenda and will be considered later in the agenda.

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
3. Approval of the Memorandum of Understanding (MOU) for the Establishment for an Attendance Incentive Program and the Distribution of Funds for the Driving Choice Grant in the estimated amount of $300,000.00 to the AFSCME Transportation and Vehicle Maintenance Employees (Multiple Funding Sources)
4. Approval of Request to Declare Surplus and Dispose of District Vehicles (Possible Incoming Funds to General Fund)
5. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
6. Approval to Accept Donation of 2006 American Hauler Trailer for Parrish Community High (Incoming Donation)
7. Approval to Apply, Accept, and Expend Title IV, Part A Grant Amendment 1 for 2023-2024, in the Amount of $160,743.51 (Current Grant Funds)
8. Approval to Apply, Accept, and Expend the Patrick Leahy Farm to School Grant for the 2024-2025 School Year, in the Amount of $50,000.00 (Anticipated Incoming Grant Funds)

9. Approval to Use the State of Florida Department of Management Services/NASPO Value Point Contact No. 43210000-23-NASPO-ACS, SDMC No. 24-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $4,000,000.00 Annually (Multiple Funding Sources)
10. Approval of the Division of Administrative Hearings Administrative Law Judge Services Contract with the State of Florida, Division of Administrative Hearings Estimated in the amount of $20,000.00 Annually (General Fund)
11. Approval of the Use of the Orange County Public Schools bid on Promotional Products, SDMC No. 24-0104-BS, Estimated in the Amount of $100,000.00 (Multiple Funding Sources)
12. Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Lakewood Ranch High School - Classroom Addition (No Financial Impact)
13. Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Southeast High School - New Science Building (No Financial Impact)
14. Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Palm View and Samoset Elementary Schools - Administrative Office Enhancements (No Financial Impact)
15. Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Haile Middle School - Classroom Addition and Renovation (No Financial Impact) - Updated 2024-01-26
16. Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 2 - Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $954,721.96 (Capital Funds)
17. Approval of North County Middle School - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the amount of $68,543,040.26 (Capital Funds)
18. Approval of 2023-2024 Instructional Materials K-12 Science Adoption Plan (Multiple Funding Sources)
19. Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)
20. Approval of the New Agreement Between the School District of Manatee County and America's Pharmacy, LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2023-2026 School Years (No Financial Impact)
21. Approval for Braden River High School Students to Attend a Tour of Abraham Baldwin Agricultural College in Tifton, Georgia, April 5-6, 2024, In the Amount of $3,902.43 (Multiple Funding Sources)

13. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

14. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15. RECESS OF REGULAR MEETING

16. MEETING OF THE LEASING CORPORATION

17. NEW BUSINESS OF THE MANATEE LEASING CORPORATION

1. Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)

18. ADJOURN LEASING CORP MEETING / RECONVENE THE REGULAR MEETING

19. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of Blackburn Elementary School - Classroom Addition and Renovation - Agreement Between Owner and A.D. Morgan - Amendment 2 - Guaranteed Maximum Price, in the Amount of $35,164,840.25 (Capital Funds)
2. Approval of the Annual Comprehensive Financial Report (ACFR) and All Official Parts Thereof for the Fiscal Year Ended June 30, 2023 (No Financial Impact)
3. Approval of the District's School Internal Accounts Audit Report as of and for the Year Ended June 30, 2023 (No Financial Impact)
4. Approval of the Revision of the Job Description of Assistant Director Construction Services (No Financial Impact)

20. INFORMATION ONLY (No Board Action Required)

1. Hurricane Idalia Reimbursement FEMA Sub-grant DR-4734 (Anticipated Incoming Grant Funds)

21. CONTINUED PUBLIC COMMENT (IF NECESSARY)

22. UPDATES
A. INSTRUCTION UPDATE
B. OPERATIONS UPDATE
C. LEGAL UPDATE

23. SUPERINTENDENT REMARKS

24. BOARD COMMENTS

25. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

Executive Summary
The Chair finds good cause to amend the agenda to include:

Agenda amended on Friday, January 26, 2024, to **update** Executive Summary of Consent item *Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Haile Middle School - Classroom Addition and Renovation (No Financial Impact).*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting

Title
Approval of the Minutes of the January 16, 2024 School Board Meeting

Executive Summary
Approval of the minutes of the January 16, 2024 School Board Meeting

Contact
Submitting Department: School Board

Attachments:
January 16, 2024 MEETING MINUTES

Minutes

January 16, 2024

Regular Meeting and Public Hearing – 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

Attendee Name	Status
Jason C Wysong, Superintendent Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Joseph Ranaldi, Deputy Superintendent of Operation	Present

1) CALL TO ORDER

Minutes: Chair Choate called the meeting to order at 10:00 AM

2) READING OF THE DISTRICT'S VISION

Minutes: Vice-Chair Spray read the District Vision.

3) INVOCATION

Minutes: The invocation was provided by Pastor Sam Rainer.

4) PLEDGE OF ALLEGIANCE

Minutes: Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1 Agenda Amendments

Minutes: The Chair finds good cause to amend the agenda to include:

Agenda amended on Friday, January 12, 2024, to **update** attachment to Consent Agenda item, Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

6) APPROVAL OF MINUTES

6.1 Approval of the Minutes of the October 27, 2023 School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop

RESULT:	**[No Vote]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman

Minutes: The Board held discussion regarding the minutes of the October 27th Workshop. Mr. Kevin Chapman, Executive Director of Administration, confirmed the scriveners error and agreed the minutes should reflect the acronym AICE rather than ACE.

6.1a Motion to Amend the Minutes to Include the Revision of the Scriveners Error on Page Two of the October 27, 2023 Minutes

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Vice Chair Spray made a motion to amend the minutes of the December 12, 2023 meeting to add a comment for the record. This action was Moved by Vice Chair Spray and Seconded by Gina Messenger. Discussion took place. The second was withdrawn after the recommendation of Mr. Stephen Dye, School Board attorney. Vice-Chair Spray's motion failed for lack of a second.

6.1b Motion to Approve the Minutes as Amended for the October 27, 2023 School Board Workshop, December 12, 2023 School Board Meeting, and December 15, 2023 School Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

7) RECOGNITIONS

Minutes: Mr. Michael Barber, Director of Communications, Family and Community Engagement, presented a video highlighting the Annual Migrant Tea as well as an overview of the event. The collaboration between the School District and Manatee Church Women United was highlighted by Dr. Cheryl Holloway, President, Church Women United Manatee.

Mr. Mario Mendoza, Coordinator of Migrant Education Programs, noted the rewarding nature of this annual event. Mr. Mendoza highlighted the programs within the Migrant Education Programs. Also in attendance from the Migrant Tea coordinator program were the following:

1. Sandra Holley
2. Angela Brown
3. Marjorie Hill
4. Betty James
5. Sue Greenwell
6. Rhonda Graham
7. Francis Dunbar
8. Lucile Hamilton
9. Betty Denmark

8) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: The public comment was as follows:

1. Michael Hartman

9) REPORTS AND PRESENTATIONS

9.1 2023-2024 FAST Progress Monitoring 2 (PM2) Mathematics Assessment Results

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided the Board with an overview and presentation of the 2023-2024 FAST. Progress Monitoring 2 (PM2) Mathematics Assessment results. The presentation included the following topics:

- FAST Progress Monitoring
- Parent Guide: Understanding FAST and B.E.S.T. Reports for Families
- School Grade Components 2023-2024
- SDMC Middle School Math Progression
- SDMC PM2 Mathematics Results 3rd-7th Grade
- MS Acceleration
- 8th Grade SDMC PM2 Mathematics Results
- Elementary Acceleration in Mathematics
- 3rd-5th Grade Percentage of Students At/Near/Above the Standard
- 6th-8th Grade Percentage of Students At/Near/Above the Standard
- Next Steps for Date: PM2 Standard and Benchmark Results
- Semester 2 Instructional Responses
- Upcoming Assessments/Timeline

Mr. Jensen introduced Ms. Kaththea Johnson, Executive Director of School Improvement and Leadership Development. Ms. Johnson provided the Board the semester 2 instruction response plan for the District.

The Board held discussion and asked questions. Additional information was provided by Ms. Johnson, Mr. Jensen, and Superintendent Wysong.

10) CONSENT ITEMS

RESULT: Adopted [UNANIMOUS]

MOVER:	Mary Foreman
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)

3. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)

4. Approval to Apply, Accept, and Expend the School Mapping Grant for the 2023-2024 School Year, In the Amount of $276,047.00 (Incoming Grant Funds)

5. Approval to Apply, Accept, and Expend the Unified School Improvement Grant (UniSIG), Supplemental Teacher and Administrator Allocation for the 2023-2024 School Year, in the Amount of $150,000.00 (Incoming Grant Funds)

6. Approval to Accept and Expend the Expanded Florida Postsecondary Comprehensive Transition Programs (FPCTP) Initial and Continuing Grant for the Period January 1, 2024 to June 30, 2027, Revised Grant Award Amount of $1,112,722.00 (Incoming Grand Funds)

7. Approval of the New Agreement Between the School District of Manatee County and John Russo, DDS, MHS, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, (No Financial Impact)

8. Approval of the New Agreement Between the School District of Manatee County and Mann Orthodontics, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

9. Approval of the New Agreement Between the School District of Manatee County and Morrish Stewart Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

10. Approval of the New Agreement Between the School Board of Manatee County and Hedges Prescription Shop of Sarasota, Inc. for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2023-2026 School Years (No Financial Impact)

11. Approval of Local Articulation Agreement between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2023-2025 School Years (No Financial Impact)

12. Approval of the Use of the TIPS Bid on Technology Solutions, Products and Services, SDMC No., 24-0094-RG Estimated in the Amount of $100,000.00 Annually (General Fund)

13. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

14. Approval of the School Capacity Program (No Financial Impact)

15. Approval of the District Educational Facilities Work Plan (No Financial Impact)

16. Approval of Virgil Mills Elementary School - Front Entrance Canopy - Change Order 1 - Final - Agreement Between Owner and Skanska Building USA, Inc. - Decrease in the Amount of $26,811.89 (Capital Funds)

17. Approval of Southeast High School - New Science Building - Change Order 6 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Request for Extension of Completion of Construction (No Financial Impact)

18. Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and P.J. Hayes Construction, Inc., d.b.a. Tandem Construction - Preconstruction Services, in the Amount of $2,107.00 (Capital Funds)

19. Approval of Bayshore High School and Southeast High School - Administrative Office Renovations - Agreement Between Owner and Sweet Sparkman Architecture in the Amount of $57,000.00 (Capital Funds)

20. Approval of Lakewood Ranch High School - Roof Replacement - Agreement Between Owner and Ajax Construction Company, LLC., Guaranteed Maximum Price, in the amount of $3,237,068.00 (Capital Funds)

21. Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Reduction in the Amount of $3,091,008.70 (Capital Funds)

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

11.1. Public Comment was as follows:

1. Heather Felton
2. Sheila Lynn Shifrin
3. Margaret Ellen Newson

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) PUBLIC HEARING

13.1) Public Hearing for Consideration to Adopt and Amend School Board Policies

Minutes: Chair Choate recessed the Regular Meeting to open the Public Hearing at 11:07 AM

There were no requests for public comment.

Chair Choate closed the Public Hearing and reconvened the Regular Meeting at 11:07 AM

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Approval to Adopt New Policy and Amend School Board Policies

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Superintendent Wysong provided the Board an overview of the Policy Changes.

14.2 Approval to Amend School Board Policy 2520 - Selection and Adoption of Instructional Materials

RESULT:	**Adopted [4-1]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Richard Tatem
NAYS:	Mary Foreman

Minutes: Information regarding agenda creation and approval was provided to the Board by Ms. Pamela D'Agostino, General Counsel, and Superintendent Wysong.

Board Member Foreman noted that her requested to re-workshop this item before voting.

Ms. D'Agostino provided legal guidance regarding Board inquiry. Additional information was provided by Mr. Derek Jensen, Deputy Superintendent of Instruction, and Superintendent Wysong.

Chair Choate called a recess at 12:07 PM and returned at 12:42 PM

14.3 Approval of the Budget Amendments for November 2023

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for November 2023.

14.4 Approval of the New Job Description and Position of Coordinator, Project EDGE (MTC) (Grant Fund)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Superintendent Wysong noted the specifics of job description of the coordinator for Project EDGE at MTC.

14.5 Approval to Use State of Florida Department of Management Services NASPO ValuePoint Cloud Solutions Agreement Alternate Contract Source 43230000-NASPO-16-ACS to Purchase Data Center Infrastructure, Equipment Installation and Maintenance and Professional/Technical Services for Infrastructure and Cyber Security Solutions, SDMC No. 24-

0099-RG, Estimated in the Amount of $1,500,000.00, Over an Estimated 5 Year Period (Multiple Funding Sources)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Mr. Scott Hansen, Chief Technology Officer, provided information to the Board regarding the proposed hardware upgrades for items that have reached the end of their usable life. Mr. Hansen also noted that the hardware presented, can support the purchase and facilitation of CyberSecurity Solutions for the District if the Board wished to pursue that in the future.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Approval of the Citizens' Financial Oversight Committee's 2022 Annual Report

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Mary Foreman, Richard Tatem

Minutes: The Board asked questions and held discussion. Information regarding the report was provided by Ms. Rachel Sellers, Deputy Superintendent of Business Services.

15.2. Approval of Resolution 2024-001 and Updated School Board Member Residence Maps (No Financial Impact)

RESULT:	**Adopted [3-2]**
MOVER:	Richard Tatem
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Richard Tatem
NAY	Mary Foreman, Gina Messenger

Minutes: The Board held a brief discussion. The Board voted. Please note the scrivener's error on the Resolution number. Per Stephen Dye, School Board Attorney, The Resolution should read 2024-001 as it was the first Resolution of the 2024 Calendar Year.

16) INFORMATION ONLY (NO BOARD ACTION REQUIRED)

16.1 Year to Date Financial Statements Through November 30, 2023

16.2 Year to Date Charter School Financial Statement Summary Through November 30, 2023

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

INSTRUCTIONAL UPDATE

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the board on the following:

- January 8th Inservice Day
- PM2 Reading Testing This Week
- Celebrate Literacy Week – January 22-26, 2024
- School Counselors Multi –Day Training
- Adult, Career, Technical Education Update
    - Manatee County Fair - January 11th-21st
- ASE Accreditation - Parrish Community HS

OPERATIONS UPDATE

Minutes: Mr. Joseph Ranaldi, Deputy Superintendent of Operations, updated the board on the following:

- Operations and Instructional Job Fairs
- Transportation
- Food Service

LEGAL DEPARTMENT UPDATE

Minutes: Mr. Stephen Dye, School Board Attorney, updated the Board on the following:

North River School Site – provided a brief update on the scheduled closing.

Ms. Pamela D'Agostino, General Counsel, stated she had no updates for the Board.

19) SUPERINTENDENT REMARKS

Minutes: Superintendent Wysong updated the Board on the following:

Consent Agenda - highlighted items approved by the Board at today's meeting.

Staff Appreciation - recognized staff for their leadership during the inclement weather on January 9.

MLK Events – provided an update on the community events scheduled this past weekend.

FSBA Master Board Training – shared that the last training session is scheduled for January 25, 2024.

20) BOARD COMMENTS

Board Member Tatem

Weather event – congratulated the staff on their leadership ability ensuring all staff and students arrived home safe.

Community Involvement – suggested as a New Year's resolution to pick a local organization to support.

Safety Tip – suggested when traveling to meetings out of county, to arrive the evening before, rather than the day of the meeting.

Board Member Foreman

Thank you - thanked the board for good discussions in today's meeting.

All Access Pass – provided an update on the County Commissioners modifications.

Board Member Messenger

Manatee County Fair - encouraged everyone to attend the fair.

Lakewood Ranch Library – shared that she attended the grand opening for the LWR Library.

Social Studies Curriculum Selection – noted that she appreciated being invited to this meeting. It helped her to learn the process.

North River Ranch Area – shared that the roads are now open in this area.

Vice-Chair Spray

Clarification of Prior Action – provided clarification on consent item #8 from the December 12, 2023 Board meeting. Noted that the Lincoln Aviator that was donated was flooded and donated to MTC as a project. It will not be plated or insured for any road use.

FSBA Annual Day in the Legislature- shared that she will be attending this event in Tallahassee.

Palmetto Youth Center – noted that she attended the MLK Banquet.

Manatee County Fair – Provided an update on the recruitment space located on the north end of Veterans Hall at the fair.

Quote of the Year – "Be kind to those who can't"

Chair Choate

Thank you – Thanked the staff for a great meeting!

Consent Agenda Items – Thanked Dr. Wysong for providing a recap of the consent items approved in each meeting.

21) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the meeting at 1:27 PM.

_____

Chad Choate III
Chairman

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

AGENDA ITEM NO. 8.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Sunshine State Scholars

Executive Summary
The School District of Manatee County has selected its Sunshine State Scholars: Sheena Kurakula of Braden River High School, Amy Lu of Manatee High School, and alternate Callum Wilford of Braden River High School. Sunshine State Scholars is a Florida Department of Education program.

Students were nominated by their high schools based on requirements from the state, including a weighted GPA of 3.9 or higher, an interest in STEM-related studies and a desire to pursue postsecondary education opportunities in Florida. Scholars were selected for their outstanding achievements and dedication to STEM studies and related extracurricular activities.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 9.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Kendra Wingate - Every Child is Worth Something

Executive Summary
Ten years ago, a Southeast High School graduate made it her mission to teach her sons a real-life lesson in giving. Working with the school district's social workers and staff, she began a community campaign to provide Christmas gifts for those in need called "Every Child is Worth Something". In 2013, she and her family provided for four students at Samoset Elementary. In 2023, they brought joy to 75 students with wish lists from two schools and the migrant education program; they also donated toys, pajamas, and socks to three more schools; and setup a massive toy shop (585 in total) at Palm View K-8, so every student received a gift to take home.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 11.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Cherry Bekaert LLP Financial Audit Update

Executive Summary
The District's External Auditor, Cherry Bekaert LLP, will provide an update to the Board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
SDMC Presentation 1.30.24

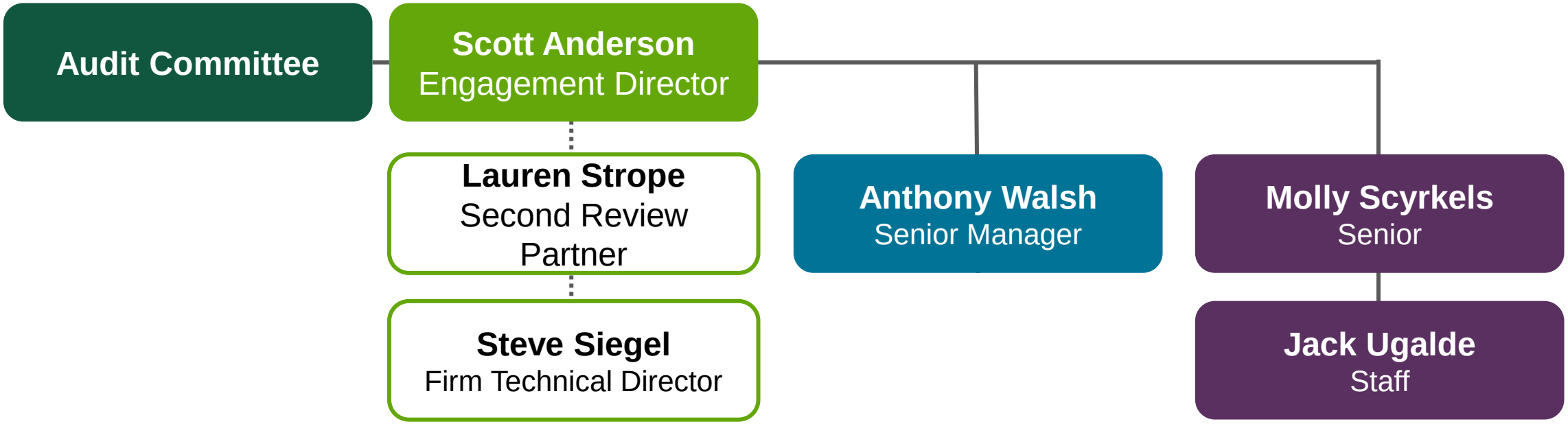
School District of Manatee County, Florida

Audit Executive Summary

January 30, 2024

Cherry Bekaert LLP
Your Guide Forward

Client Service Team



Results of the Audit

Annual Comprehensive Financial Report (ACFR)

- Unmodified opinion – “clean report”
- Internal Controls – no deficiencies we believe to be material weaknesses.
- District implemented GASB 96, *Subscription Based Information Technology Arrangements*
- Single Audit
  - U.S. Department of Agriculture, Child Nutrition Cluster (Assistance Listing Numbers 10.553, 10.555, 10.559)
  - U.S. Department of Education, Education Stabilization Fund (Assistance Listing Number 84.425)

Questions

Contacts

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Anthony Walsh
Senior Manager
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Cherry Bekaert LLP
Your Guide Forward

AGENDA ITEM NO. 11.2

School Board of Manatee County
January 30, 2024 - Regular Board Meeting

Title
Blackburn Elementary School Construction Update

Executive Summary
Mr. Joseph Ranaldi, Deputy Superintendent for Operations, and the Construction Services Team will present a construction update on Blackburn Elementary School.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
BKE GMP Board Presentation 20240130

Department of Construction Services

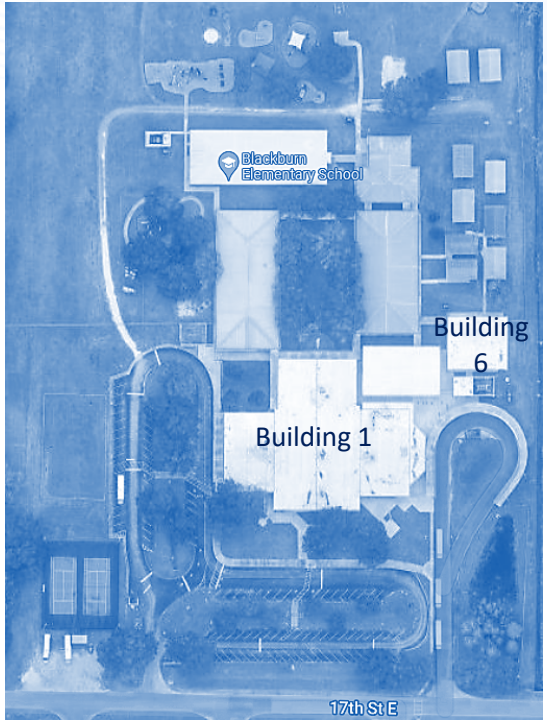
BLACKBURN ELEMENTARY
Addition & Renovation Project

WA+I architects

BLACKBURN ELEMENTARY
Together as one.

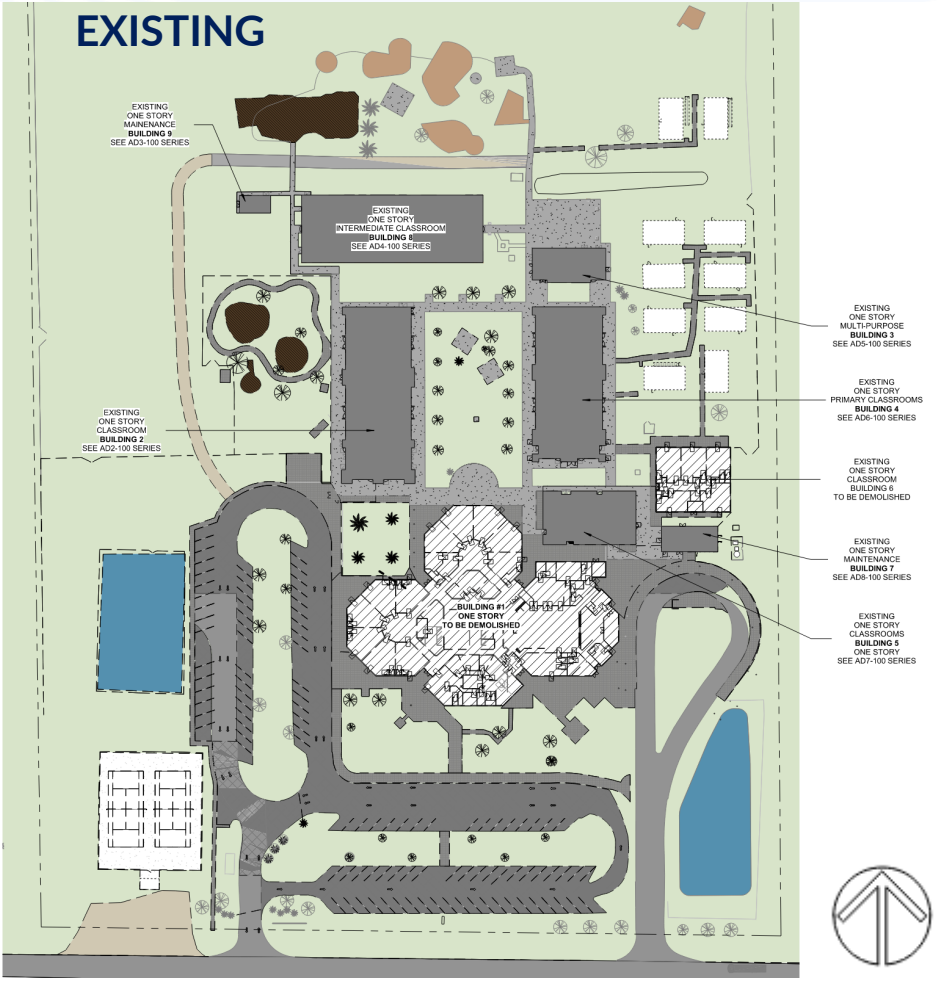
A.D. MORGAN

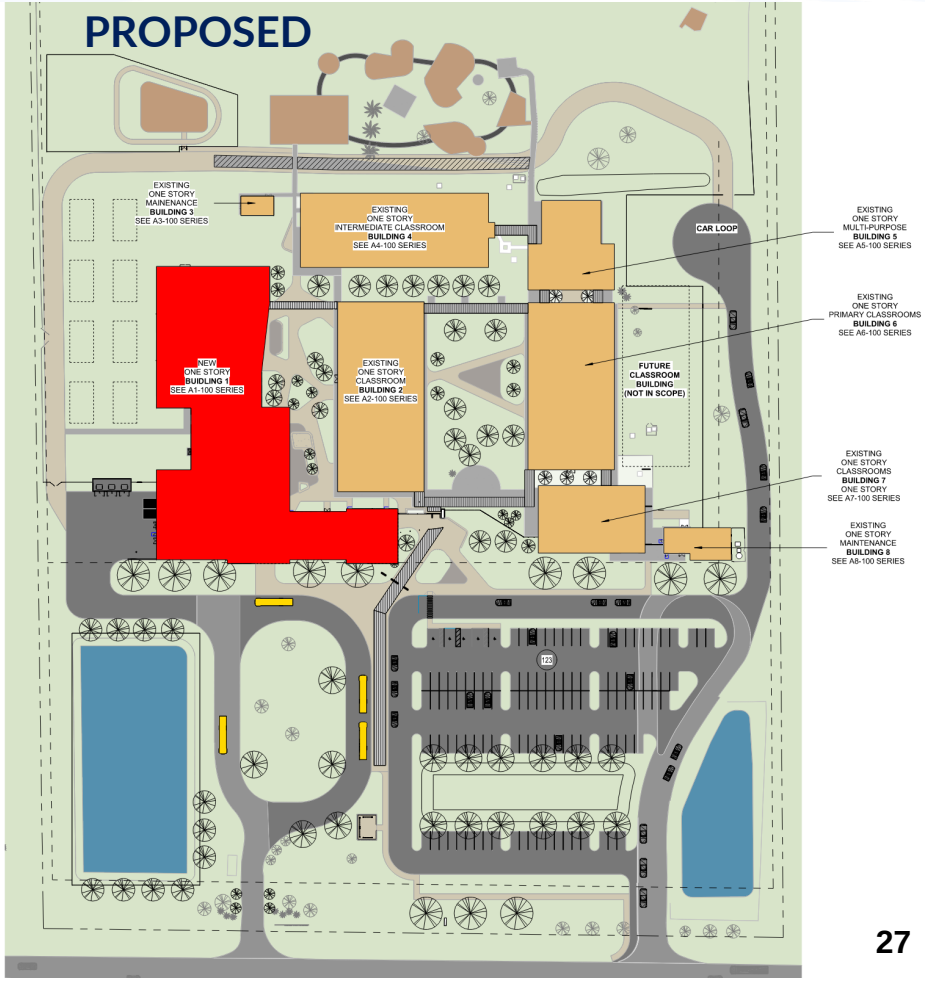
Project Scope



- Castaldi Report: Demolition of Buildings 1 and 6
- Building 1 Replacement
- Complete Renovation of existing facility
- Improve Jacobs FCI from 47.05% to less than 5%
- Renovate Roof Systems
- Replace mechanical systems
- Renovate plumbing systems
- Replace exterior doors and windows
- Improve Technology infrastructure
- Enhance Campus Safety
- Replace Life Safety Systems including fire alarm
- Site improvements including storm water
- Improve on-site traffic queuing

Site Plan

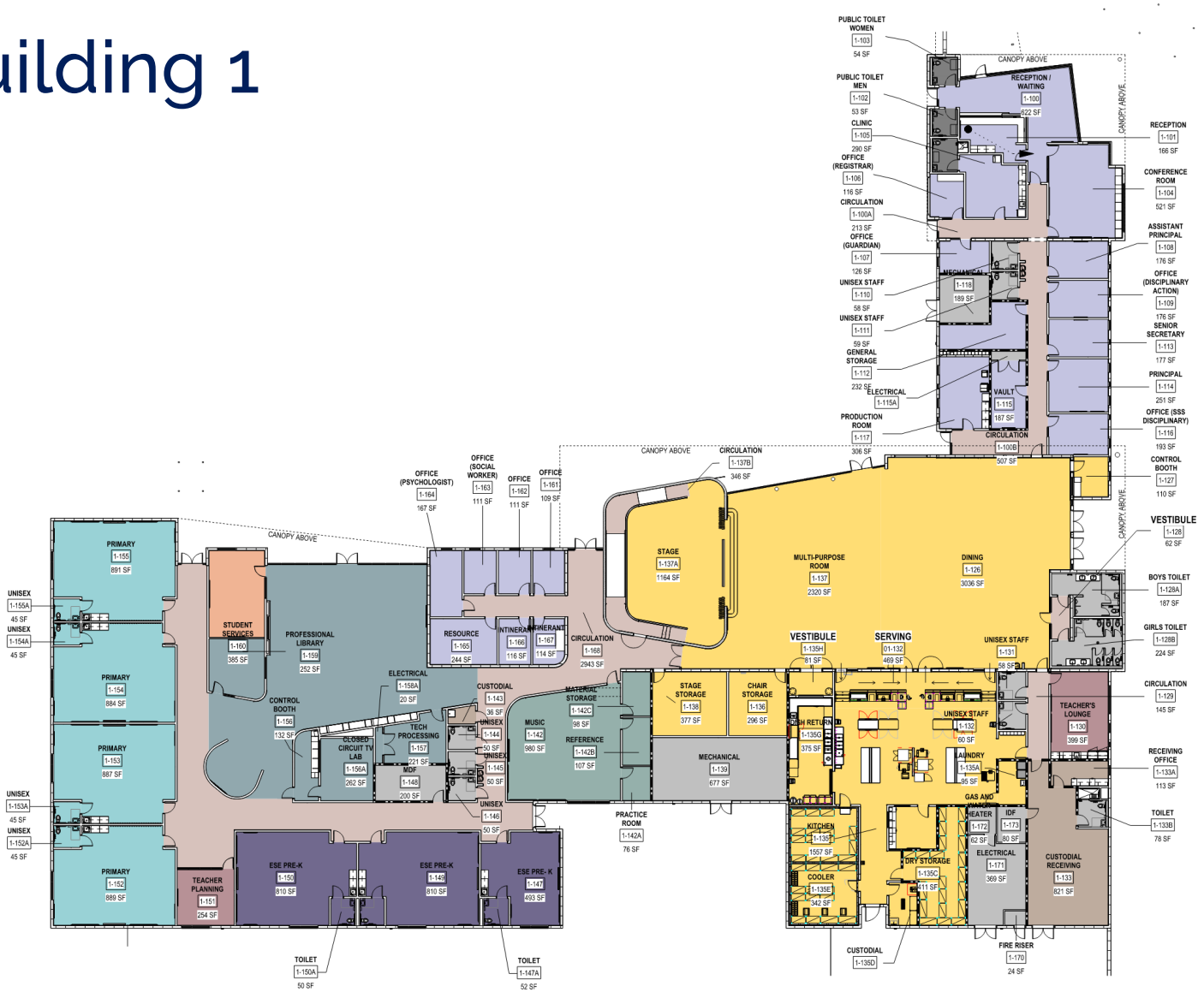

EXISTING
EXISTING ONE STORY MAINENANCE BUILDING 9 SEE AD3-100 SERIES
EXISTING ONE STORY INTERMEDIATE CLASSROOM BUILDING 8 SEE AD4-100 SERIES
EXISTING ONE STORY CLASSROOM BUILDING 2 SEE AD2-100 SERIES
BUILDING #1 ONE STORY TO BE DEMOLISHED
EXISTING ONE STORY MULTI-PURPOSE BUILDING 3 SEE AD5-100 SERIES
EXISTING ONE STORY PRIMARY CLASSROOMS BUILDING 4 SEE AD6-100 SERIES
EXISTING ONE STORY CLASSROOM BUILDING 6 TO BE DEMOLISHED
EXISTING ONE STORY MAINTENANCE BUILDING 7 SEE AD8-100 SERIES
EXISTING ONE STORY CLASSROOMS BUILDING 5 ONE STORY SEE AD7-100 SERIES


PROPOSED
EXISTING ONE STORY MAINENANCE BUILDING 3 SEE A3-100 SERIES
EXISTING ONE STORY INTERMEDIATE CLASSROOM BUILDING 4 SEE A4-100 SERIES
CAR LOOP
EXISTING ONE STORY MULTI-PURPOSE BUILDING 5 SEE A5-100 SERIES
EXISTING ONE STORY PRIMARY CLASSROOMS BUILDING 6 SEE A6-100 SERIES
NEW ONE STORY BUILDING 1 SEE A1-100 SERIES
EXISTING ONE STORY CLASSROOM BUILDING 2 SEE A2-100 SERIES
FUTURE CLASSROOM BUILDING (NOT IN SCOPE)
EXISTING ONE STORY CLASSROOMS BUILDING 7 ONE STORY SEE A7-100 SERIES
EXISTING ONE STORY MAINTENANCE BUILDING 8 SEE A8-100 SERIES

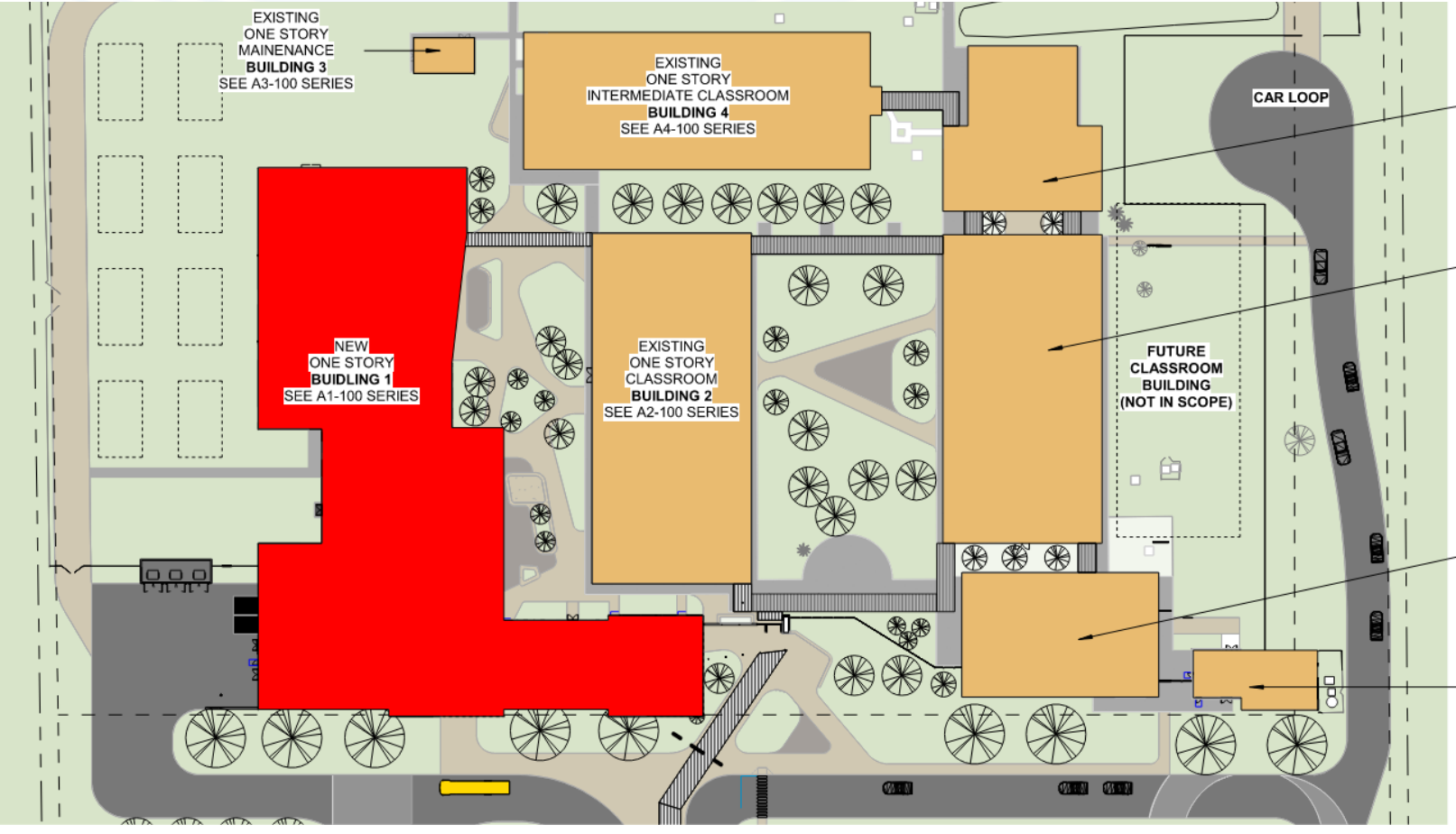
New Building 1

Department Legend

- ADMINISTRATION
- ART, MUSIC, LAB
- CAFETERIA
- CIRCULATION
- CUSTODIAL
- ESE PRE-K
- INTERMEDIATE
- MEDIA
- PRIMARY
- RESTROOMS
- SERVICES
- STUDENT SERVICES
- TEACHER



Renovate Existing Buildings



Blackburn Elementary - New Main Entry

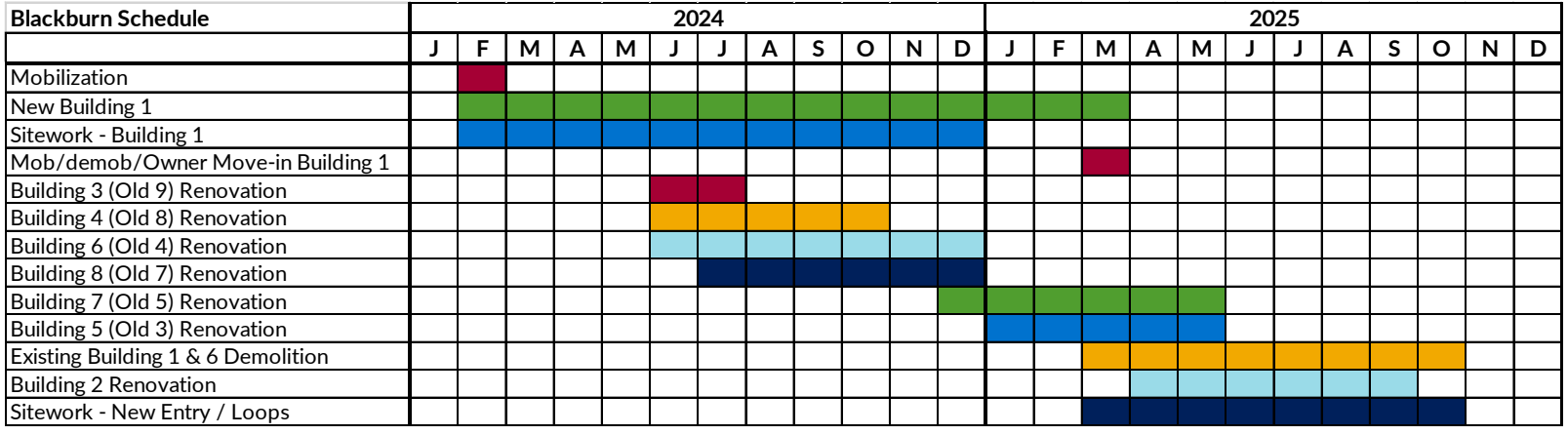


Blackburn Elementary – New Courtyard



Project Schedule & Cost

Preconstruction Agreement	$	697,973
Preconstruction Amendment 1 - HVAC & Electrical Gear	$	389,556
Guaranteed Maximum Price	$	35,316,867
Total	**$**	**36,404,396**



WA+I architects

BLACKBURN ELEMENTARY
Together as one.

A.D. MORGAN

Department of Construction Services

BLACKBURN ELEMENTARY
Addition & Renovation Project

Thank You!

WA+I architects

BLACKBURN ELEMENTARY
Together as one.

A.D. MORGAN

AGENDA ITEM NO. 11.3

School Board of Manatee County
January 30, 2024 - Regular Board Meeting

Title
North County Middle School Construction Update

Executive Summary
The Construction Services Team, Nathan Carr from Willis Smith Construction, and Steve Johnson and Emmet Van Aken from Harvard Jolly, Inc. will present a construction update on North County Middle School.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
North County MS Board Update 2024-0130R

North County Middle School

PROJECT SCOPE OVERIEW:

- New prototype middle school.
- Safe and Secure, state-of-the-art learning environment.
- Collaborated with local developer to plan optimal car and pedestrian flow.
- Energy Use Intensity (EUI) this building type has an EUI of 55 kBTu/FT2 which is 15% better performance than the average building type.
- Provide extensive parent drop off/ pick up queuing.
- Provide playfields, basketball courts, and covered play area.
- FL Division of Emergency Management granted North County MS an exemption as Emergency Shelter.



North County Middle School



KEY AREAS:

ADMINISTRATION
CAFETERIA/ DINING
GYMNASIUM
CLASSROOM WING
MEDIA CENTER
CAR RIDER LINE
BUS LOOP
BIKE RACK
PLAY FIELDS
COVERED PLAY AREA
CENTRAL ENERGY PLANT
MOWER SHED
DRY RETENTION AREAS

North County Middle School



KEY AREAS:

ADMINISTRATION
CAFETERIA/ DINING
GYMNASIUM
CLASSROOM WING
MEDIA CENTER
CAR RIDER LINE
BUS LOOP
BIKE RACK
PLAY FIELDS
COVERED PLAY AREA
CENTRAL ENERGY PLANT
MOWER SHED
DRY RETENTION AREAS

North County Middle School



KEY AREAS:

ADMINISTRATION

CAFETERIA/ DINING

GYMNASIUM

CLASSROOM WING

MEDIA CENTER

CAR RIDER LINE

BUS LOOP

BIKE RACK

PLAY FIELDS

COVERED PLAY AREA

CENTRAL ENERGY PLANT

MOWER SHED

DRY RETENTION AREAS

North County Middle School



KEY AREAS:

ADMINISTRATION

CAFETERIA/ DINING

GYMNASIUM

CLASSROOM WING

MEDIA CENTER

CAR RIDER LINE

BUS LOOP

BIKE RACK

PLAY FIELDS

COVERED PLAY AREA

CENTRAL ENERGY PLANT

MOWER SHED

DRY RETENTION AREAS

North County Middle School



KEY AREAS:

ADMINISTRATION

CAFETERIA/ DINING

GYMNASIUM

CLASSROOM WING

MEDIA CENTER

CAR RIDER LINE

BUS LOOP

BIKE RACK

PLAY FIELDS

COVERED PLAY AREA

CENTRAL ENERGY PLANT

MOWER SHED

DRY RETENTION AREAS

North County Middle School

PROJECT SCHEDULE:

• Guaranteed Max Price (GMP) Submission	1/12/2024
• Construction Start	February 2024
• Substantial completion	July 2025
• Construction Complete	July 2025
• Start of School	August 2025

North County Middle School

PROJECT BUDGET:

• Advertised Budget	$ 65,000,000
• Sum of Value Engineering	$ 3,596,060
• Projected Sales Tax Savings	$ 780,000
• GMP 1 Amendment	$ 68,543,040
• Total Construction Cost	$ 68,770,540

AGENDA ITEM NO. 11.4

School Board of Manatee County
January 30, 2024 - Regular Board Meeting

Title
2023-2024 FAST Progress Monitoring 2 (PM2) Reading Assessment Results

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, will present data regarding the 2023-2024 FAST Progress Monitoring 2 (PM2) Reading Assessment Results

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

AGENDA ITEM NO. 12.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

Executive Summary
The personnel listed under change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers have been recommended by their principal or immediate supervisor to the Superintendent of Schools.

The personnel recommended for appointments for the 2023-2024 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material January 30, 2024

Type		Information/Position/Location	Eff Date
Appointment/Para			
	Beverly, Camden	Teacher Assistant, ES Bayshore Elementary	1/8/2024
	Campbell, Taylor	Teacher Assistant, ES Ballard Elementary	1/8/2024
	Carouthers, Neena	Classroom Sub Mills Elementary	1/6/2024
	Chase, Thomas	Classroom Sub Manatee High	1/8/2024
	Cunningham, Haley	Classroom Sub Blackburn Elementary	1/8/2024
	Erdman, Korissa	Teacher Assistant, MS Braden River Middle	1/8/2024
	Gil, Linda	Teacher Assistant, ES Rogers Garden-Bullock Elementary	1/8/2024
	Hostetler, Jennifer	Teacher Aide, ESE, One-on-One Palma Sola Elementary	1/10/2024
	Kiefer, Bailey	Teacher Assistant, ES Prine Elementary	1/8/2024
	Luis Calderon, Jennifer	Teacher Aide, ESE Rogers Garden-Bullock Elementary	1/8/2024
	McDonald, Matthew	Teacher Assistant, ES Bashaw Elementary	1/9/2024
	Melvin, Sydney	Teacher Assistant, ES Daughtrey Elementary	1/8/2024
	Morales, Sofia	Teacher Assistant, MS Lee Middle	1/9/2024
	Morris, Samantha	Teacher Aide, ESE Harvey Elementary	1/8/2024
	Mrachkovska, Nataliia	Teacher Aide, ESE, One-on-One Freedom Elementary	1/8/2024

Type		Information/Position/Location	Eff Date
	Padilla, Christopher	Teacher Assistant, ES Bayshore Elementary	1/8/2024
	Perez, Elena	Teacher Assistant, ES Bashaw Elementary	1/8/2024
	Rath, Avery	Teacher Assistant, ES Tillman Elementary	1/8/2024
	Reeves, Lia	Teacher Assistant, ES Tillman Elementary	1/8/2024
	Rodriguez, Diana	Teacher Assistant, ES Ballard Elementary	1/8/2024
	Rogers, John	Teacher Aide, ESE, One-on-One Manatee High	1/8/2024
	Rude, Courtney	Teacher Aide, ESE, One-on-One Harvey Elementary	1/9/2024
	Stretovych, Anna	Teacher Aide, ES Daughtrey Elementary	1/9/2024
	Teitelbaum, Ashley	Teacher Assistant, ES Rogers Garden-Bullock Elementary	1/8/2024
Appointment/Prof			
Req. 10301	*Addair, Caressa*	Teacher, VE Oneco Elementary **M.A. California Southern University**	1/8/2024
Req. 10328	*Bonich, Anna*	Reading Coach, ES Bayshore Elementary **M.Ed. C.U.N.Y. Queens College**	1/8/2024
Req. 10359	*Burns, Lisa*	Fifth Grade Teacher Moody Elementary **M.A. Indiana University**	1/8/2024
Req. 10299	*Corrao, Andrew*	Teacher, Social Studies, MS Buffalo Creek Middle **B.A. University of Maryland**	1/8/2024
Req. 10377	*Fritze, Brianna*	Nursing Instructor	1/8/2024

Type		Information/Position/Location	Eff Date
		Manatee Technical College **M.S. Western Governors University**	
Req. 10397	*Markland, Katherine*	Fourth Grade Teacher Bayshore Elementary **M.Ed. University of Hartford**	1/8/2024
Req. 10464	*Murphy, Donovan*	Teacher, Mathematics, HS Manatee High **B.S. University of South Florida**	1/9/2024
Req. 10202	*Rateni, Kelsie*	Third Grade Teacher Harvey Elementary **M.A. Concordia University**	1/7/2024
Req. 9110	*Silberman, Rick*	Teacher, Language Arts, MS Jain Middle **MBA University of Colorado**	1/8/2024
Appointment/Supp			
	Bauer, Patcharin	Food Service Worker-5 Hr. Harllee Full Service Center	1/8/2024
	Bedros, Dalia	Food Service Worker-5 Hr. Williams Elementary	1/8/2024
	Bracho Ollarve, Sor Maria	Custodian 8 Hr. Johnson K-8	1/9/2024
	Francisco, Reina	Food Service Worker-5 Hr. Bashaw Elementary	1/8/2024
	Freeman-Douglas, Sherry	Food Service-5 Hr., Floater Wakeland Support Center	1/8/2024
	Galindres, Kenia	Food Service Worker-6 Hr. Southeast High	1/8/2024
	Hoffman, Terrance	Custodian 8 Hr. McNeal Elementary	1/7/2024
	Lipp, Tommie	Guidance Clerk Lakewood Ranch High	1/8/2024
	Lozano-Valentin, Alejandra	Food Service-5 Hr., Floater Wakeland Support Center	1/8/2024

Type		Information/Position/Location	Eff Date
	Mack, Shania	School Clerical Assistant, 10 Mo. Willis Elementary	1/9/2024
	Mayer, Sara	Lead Custodian I Braden River Middle	1/9/2024
	Moreu Fundora, Bertha	Custodian 8 Hr. Braden River Middle	1/8/2024
	Ponce, Liza	Custodian 8 Hr. Bayshore High	1/8/2024
	Purvis, Kristy	Food Service Worker-5 Hr. Manatee High	1/8/2024
	Sahlmann, Sabine	Payroll Specialist School Support Center	1/8/2024
	Schwendinger, Sena	Guidance Clerk, ES Mills Elementary	1/8/2024
	Shearer, Jessie	Food Service Worker-5 Hr. Manatee Elementary	1/8/2024
	Villanueva, Valeria	Custodian 8 Hr. Manatee Technical College East	1/9/2024
	Waid, Quentin	Jr. Accountant Professional Support Center	1/8/2024
	Williams, Bryanna	Guidance Clerk, ES Willis Elementary	1/8/2024
Deceased/Supp			
	Jones, Vandalia	Bus Aide Matzke Support Center	1/3/2024
Resignation during Investigation			
	Cooper, Sheddrick	Field Technician Southeast High	1/6/2024
Resignation/Admin			
	Eaton, Laura	Superintendent Admin. Associate School Support Center	2/3/2024
	Endriss, Lisa	Budget Analyst II	1/18/2024

Type		Information/Position/Location	Eff Date
		School Support Center	
Resignation/Para			
	Caceres, Maria	Teacher Aide, ESOL Prine Elementary	1/1/2024
	Dobbertin, Derek	Classroom Sub Palma Sola Elementary	1/9/2024
	Frazier, Marquetta	Teacher Aide, ESE Freedom Elementary	1/5/2024
	Iverson, Francie	Teacher Aide, ESE King Middle	1/9/2024
	Jackson, Amanda	Teacher Aide, ESE, One-on-One Blackburn Elementary	1/9/2024
	Spiekerman, Jamie	Teacher Aide, Pre-K Myakka Elementary	1/25/2024
	Van Londen, Charlotte	Teacher Aide, ESOL Lee Middle	1/3/2024
Resignation/Prof			
	Arsalai, Sadaf	Teacher, Language Arts, MS Jain Middle	1/18/2024
	Bostick, Leslie	Nursing Instructor Manatee Technical College	1/6/2024
	Daspit, Katie	Teacher, Resource Samoset Elementary	1/5/2024
	Geldmaker, Stephanie	Teacher, ASD Freedom Elementary	1/20/2024
	Hazlewood, Cassandra	Third Grade Teacher Bashaw Elementary	2/3/2024
	Illames, Lynda	Teacher, VE/SC Blackburn Elementary	1/8/2024
	Lumba, Rechel	Teacher, Mathematics, HS Braden River High	1/9/2024
	Mihalik, Donald	Teacher, Language Arts, HS	1/6/2024

Type		Information/Position/Location	Eff Date
		Lakewood Ranch High	
	Ross, Katherine	Teacher, Mathematics, HS Bayshore High	1/8/2024
Resignation/Supp			
	Cydrus, Kathy	Bus Driver Matzke Support Center	1/1/2024
	Gomez, Jorge	Warehouse Worker/Driver I Matzke Support Center	1/4/2024
	Longoria, Roberto	Energy & Recycling Specialist Matzke Support Center	1/6/2024
	Lopez, Marc	Head Custodian II Buffalo Creek Middle	1/11/2024
	Rivadeneira, Mirta	Bus Driver Matzke Support Center	1/1/2024
	Rzepnicki, Brian	Food Service Assistant Manager Parrish Community High	1/5/2024
	Smith, Bradley	Bus Driver Matzke Support Center	1/9/2024
	Souza, Mark	Bus Driver Matzke Support Center	1/11/2024
	Watson-Eden, Holly	Food Service Worker-6 Hr. Daughtrey Elementary	1/2/2024
	Winsler, Nicole	Food Service Worker-7 Hr. Sugg Middle	1/9/2024
	Yepez Pacheco, Virginia	Custodian 8 Hr. Tara Elementary	1/20/2024
	Zamora Vasquez, Christian	Custodian 8 Hr. Jain Middle	12/22/2023
Retirement/Para			
	Paul, Cristina	Teacher Aide, ESOL Samoset Elementary **6.2 Years**	1/9/2024
Retirement/Prof			

Type		Information/Position/Location	Eff Date
	Collis, Matthew	Teacher, ROTC/Military Train, HS Braden River High **18.64 Years**	1/6/2024
Retirement/Support			
	Amraoui, Abelkader	Food Service Worker-4 hr. Bayshore High **8.60 Years**	1/10/2024
	Bartlett, Lori	Junior Accountant - MTI Manatee Technical College **24 Years**	1/5/2024
	Hicks, Robert	Bus Driver Matzke Support Center **10.30 Years**	1/1/2024
	Mooney, Jessica	Bus Driver Matzke Support Center **10.5 Years**	1/14/2024
Termination/Para			
	Anderson, Brian	Classroom Sub Braden River High	12/16/2023
	Kelley, Donna	Teacher Aide, ESE, One-on-One Prine Elementary	12/21/2023
Termination/Prof			
	Garcia, Patricia	Second Grade Teacher Daughtrey Elementary	1/6/2024
	Little, Aaron	Teacher, Science, MS Sugg Middle	12/16/2023
Termination/Support			
	Brooks, Janet	Bus Driver Matzke Support	1/10/2024
	Hinojosa Guiteras, Carla	School Clerical Assistant, 10 Mo. Jain Middle	1/9/2024
	Yawn, Ted	Custodian 8 Hr. Palmetto High	1/8/2024
Transfer/Admin			
	Hartley, Tammy	From: Route Administrator Matzke Support Center To: Route Analyst Matzke Support Center	1/7/2024

Type		Information/Position/Location	Eff Date
Transfer/Para			
	Pina, Rosalie	From: Custodian 8 Hr. Blackburn Elementary To: Teacher Aide, ESE, One-on-One Blackburn Elementary	1/7/2024
Transfer/Prof			
	Bradley, Curt	From: Teacher, Physical Education, HS Braden River High To: Teacher, Dropout Prevention, HS Southeast High	1/14/2024
	Creaser, Melissa	From: Teacher, Other Classroom Buffalo Creek Middle To: Student Support Specialist Lee Middle	2/4/2024
	Denisar, Sheyna	From: First Grade Teacher Tara Elementary To: Student Support Specialist Tara Elementary	1/7/2024
	Hidalgo, Susel	From: Teacher Aide, Pre-K Integrated Braden River Elementary To: Teacher, Pre-K Handicapped Daughtrey Elementary	1/7/2024
	Lanza, Alys	From: Classroom Sub Sugg Middle To: Teacher, Science, MS Sugg Middle	1/7/2024
	Pernia Guerrero, Jorge	From: Teacher Assistant, HS, ISS Southeast High To: Teacher, ESOL Resource Southeast High	1/21/2024
Transfer/Support			
	Delgado, Erick	From: Food Service Worker-6 Hr. Rogers Garden-Bullock Elementary To: Food Service Worker-6 Hr. Buffalo Creek Middle	1/7/2024
	Dillon, Kristen	From: School Secretary II Southeast High To: School Bookkeeper, 12 Mo. Southeast High	1/14/2024

Type	Information/Position/Location	Eff Date
Hjort, Anna	From: Food Service Worker-5 Hr. Miller Elementary To: Food Service Worker-5 Hr. Manatee High	1/7/2024
Mitchell, Alfreda	From: Head Custodian I Blackburn Elementary To: Custodian 8 Hr. Haile Middle	1/10/2024
Morujo Burdalo, Maria	From: Foos Service Worker-5 Hr. Manatee Elementary To: Food Service Worker-5 Hr. Willis Elementary	1/7/2024
O'Neal, Veronica	From: Accounting Clerk II Matzke Support Center To: Account Specialist, MTC Manatee Technical College	1/7/2024
Smith, Carrie	From: Teacher Aide, ESE Oneco Elementary To: Payroll Specialist School Support Center	1/22/2024

AGENDA ITEM NO. 12.2

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)

Executive Summary
The Out-of-Field Plan for Manatee County Schools provides that teachers are notified of their out-of-field status at the point that their current certification does not meet the required certification for the subject(s) they are teaching. State School Board Rule 6A-1.0503 provides that any out-of-field teacher must be appointed as out-of-field after verifying that an appropriately certified teacher is unavailable. The School Board appointed the attached list of teachers as out-of-field. These teachers can pass the subject area exam or complete a minimum of six semester hours annually toward certification until such time they can pass the test, if applicable.

The Multicultural and Educational Training Advocacy (META) Consent Decree requires that all teachers of English Language Learners (ELLs) receive training in English for Speakers of Other Languages (ESOL) strategies. The required training hours range from 18 to 300 hours and are categorized by the subject in which the teacher gives instruction. Categories are I, II, III, and IV. The category also drives the timeline for completing training hours. Specifics are given to each teacher at the time of hire or when there is a change of assignment. Category I Teachers who are not ESOL Certified or Endorsed must be reported to the Board as out-of-field. The attached list contains the teachers' names that must be reported to the Board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends approval of the report of teachers out-of-field content, reading, ESOL (English for Speakers of Other Languages), and/or long-term substitutes. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 1.30.2024
OOF ESOL 1.30.2024
OOF Reading 1.30.2024

OOF Content 1.30.2024 BM

EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Werneke,Teresa Lynn	Ballard Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Rodriguez,Maria E.	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	1/11/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Broxson,Shane Alcus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	10/1/2024
Fallis,Mick	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/1/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Serrano,Theresa	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Middle Grades English 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Music K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/31/2021
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Suchy,Michael Joseph	Manatee High School	Tchr, VE	Physical Education K-12	10/12/2022
DeGiulio,Jessica Marie	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Resource	Middle Grades General Science 5-9	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Nettles,Aaron	Lincoln Memorial Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Manatee Technical College	Tchr, Industrial Education	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Greene,Kristin Steele Inderwiesen	Moody Elementary School	Tchr, Music, ES	Elementary Education K-6	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024

Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Pintozzi,Cassidy Marie	Moody Elementary School	Tchr, Second Grade	Middle Grades English 5-9	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	Biology 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Burga Perez,Bruno	Rogers Garden-Bullock ES	Tchr, First Grade	Elementary Education K-6	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Bomar,Brittani J.	Prine Elementary School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2020
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	3/20/2019
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/9/2024
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Social Science 6-12	9/18/2019
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/6/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023

Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	Gifted Endorsement Class 3	11/1/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2023
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
McMahon,Nicole E	Jain Middle School	Tchr, Other Classroom	PreKindergarten/Primary Education PK-3	5/31/2023
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Music K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Erhardt Jr,Bruce Jeffery	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Shaffer,Amy C.	Abel Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	2/28/2021
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	2/28/2022
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Koci,Stanley William	Sea Breeze Elementary School	Specialist, Student Support	Middle Grades General Science 5-9	5/31/2019
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/3/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022

Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Walton,Ronald J.	Moody Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,Jim H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Bock,Michael	Braden River High School	Tchr, Dropout Prevention, HS	Mathematics 6-12	5/31/2023
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Reeves,Zachary	Braden River High School	Tchr, VE	Exceptional Student Education K-12	5/31/2023
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Zachary,Cassidy	Freedom Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2020
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2019

Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2020
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 1	5/31/2022
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 2	5/31/2023
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2020
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Art K-12	2/7/2021
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Tate,Deonta	Palmetto High School	Tchr, TV Production	Art K-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/23/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/1/2019
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	5/30/2021
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Redden,Melanie J.	Harvey Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019

Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Ramos,Laura Lili	Horizons Academy	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

OOF ESOL 1.30.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Capellan,Maria Margarita	Blackburn Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duncan,William	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Trautner,Tracy	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Guevara,Stephanie M.	Myakka Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	ESOL End. Class 1	8/1/2025
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Yesenia	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sciortino,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025

Grooms,Megan Alyssa	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Huffman,Erin Rose	Stewart Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Banks,Richelle	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Hazlewood,Cassandra	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Prucnell,Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Costello-Murray,Patricia Ann	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Imhoff,Cayse Jayne	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wagner,Melissa	Freedom Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 3	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Chaney,Mary Elizabeth	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Murphy,Shelby A	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Kotler,Michelle	Jain Middle School	Tchr, VE	ESOL End. Class 1	8/1/2024
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Keech-Babcock,Kari Jaclyn	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024

Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Hendricks,Corey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Watkins,Jodi	Miller Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Tinl,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Chindamo,Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Li,Stephanie	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/24/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024

Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Walter,Tess	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sawyer,Teri Leah	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Adams,Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Perry,Sarah A.	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/1/2023
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Bono,Noelle	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Alston,Holly I	Buffalo Creek Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Exec Dir, Teaching & Learning	Tchr-Spcl Assgn,Basic Instruct	ESOL End. Class 1	8/1/2023
Baialardo,Sonny	Freedom Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Williams,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Cole,Emily Jean	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Byrne,Adrianna Marie	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Romain,Kenicka Patrice	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023

Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Miller,Jessica Laine	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Botros,Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Anderson,Jessica L	Blackburn Elementary School	Coordinator	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2022
Austin,Taylor Nicole	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Luchuk,Mary A	Buffalo Creek Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Abend,Tristan Louis	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Gomes,Lisa	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Lubbers,Jess William	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Page,Anita E	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Campbell,Patricia A.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Murphy,Bonnie H	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Griffon,Joy L.	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Walker,Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Highers,Jamie S.	Stewart Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Heasley,Cherie Michelle	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Morgan,Melissa Elizabeth	Bashaw Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Eidson,Kaehla Jo	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Lehman,Tracie Leigh	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2021

Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Riccio,Christine M	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Bickford,Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2021
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Stiebeling,Megan A	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Addair,Caressa Jude	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
DePatie,Alison Layne	Parrish Community High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2021
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2021
Bagley,Katie E	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Babakarkhil,Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Jaimes,Maria D.	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Sartori Amsberry,Phoebe Viola	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	8/1/2021
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Seiler,Tracy A.	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/17/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fallgren,Regina N.	Anna Maria Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2020
Pond,Kelli	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2020
Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Moore,Peggy L.	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Holly,Elizabeth Anne	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Reed,Melissa J	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Peterson,Lisa Ann	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Schmitz,Lucas Mark	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Ferreira,Rebecca A	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Peters,David A.	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Wikstrom,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020

Sandberg,Sarah Anna	Manatee High School	Tchr, VE	ESOL End. Class 1	8/1/2020
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Hale,Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Petrucci,Laura Ann	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Roche,Rita L	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Mayoral,Melissa	Oneco Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2020
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Post,Kristy	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Springer,Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Stanford,Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020
McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Russ,Carrie N.	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Ruiz,Justin	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Connolly,Karen M.	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Brooks,Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Candelora Baker,Nicole Emily	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Urban,Tiffany Anne	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Moeller,Renee M	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Chalmers,Wendi Lynn	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2019
Hosker,Jeanne M.	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Rumbaugh,Meghan Leigh	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Shea,Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Merrill,Kendra	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2019
Givens,Phyllis K.	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2019
Peters,Tina M.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boyd,Malinda A.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Mckenzie,Stephanie Kay	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Jett,Sarah E	Moody Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2019
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2019
Jones,Kimberly Ann	Oneco Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2019
Graczyk,Alycia Dawn	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Wagstaff,Michele Lynn	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2019
McKellick,Amber K.	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Bixler,Kathleen A.	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Parlor,Paula	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019

Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	ESOL End. Class 1	6/1/2019
Clark,Julie L	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Comegno,Iris Chela	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Balatoni,Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2018
Pendley,Abigail Louisa	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	8/1/2018
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Jandula,Sommer Brooke	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	ESOL End. Class 1	8/1/2018
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Gibson,Dana D.	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2018
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Brantley,Katie Leigh	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Frisbie,Jason E.	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2018
Smith,Jennifer M.	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2018
Winston,Lora A	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/4/2017
Baranowski,Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2017
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2017
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	ESOL End. Class 3	8/1/2017
Neri,Anna Marie	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2017
Cline,Ka L.	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	8/1/2017
Nelson,Stacie Lynn	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Pena,Olga Tereza	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Lima,Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Wright,Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Boswell,Courtney Raye	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2017
Cannon,Angela Marie	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Carroll,Laura B.	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	1/1/2017
Fluellen-Reitwiesner,Regina F.	Jain Middle School	Tchr, VE	ESOL End. Class 1	12/5/2016
Keogh,Joseph R	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2016
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2016
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	ESOL End. Class 1	8/1/2016
Nunn,Kristen Marie	Witt Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Mcclone,Jillian B.	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/8/2016
Grant,Jennifer M.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/14/2015
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	12/14/2015
Ajani-Smith,Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2015
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Baker,Sarah A.	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2015
Waldrop,Stephanie K.	Mills Elementary School	Tchr, First Grade	ESOL End. Class 1	7/1/2015
Miller,Cory D.	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/1/2015
Rambo,Christopher A.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2014
Mason,Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2014
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2014
Anderson,Heather L.	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/12/2014
Cummins,Anthony C.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2013
Bizek,Sara B.	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2013
Keenan,Cara G.	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	7/1/2013
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2013
Lyons,Michelle N.	Moody Elementary School	Counselor ES	ESOL End. Class 1	7/1/2013
Barquero Diaz,Lillian Esther	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	2/20/2013
Bowers,Ann E.	Braden River Middle School	Tchr, VE	ESOL End. Class 1	8/1/2012
Baxter,Maurice R.	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2012
Padgett,Nancy A.	McNeal Elementary School	Counselor ES	ESOL End. Class 1	8/1/2012
Douglas,Kelli D.	Palmetto High School	Tchr, VE	ESOL End. Class 1	8/1/2012

Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	7/1/2012
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/11/2012
Violette,David G.	Willis Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	7/1/2011
D'Urso,Maureen F	Palmetto High School	Tchr, VE	ESOL End. Class 1	4/19/2011
Norman-Webb,Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	1/19/2011
Phillips,Kristen L.	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2010
Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	7/1/2010
Babroski,Angela C.	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2009
Morris,Amy E.	Miller Elementary School	Tchr, VE	ESOL End. Class 1	10/25/2007
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Odell,Keltie B.	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	8/1/2007
Cropsey,Mary L.	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/19/2006
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	4/26/2006
Ralston,Tammy M.	Manatee Technical College	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/20/2006
Hinton,Renee P.	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/24/2005
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004
Mccaw,Lauren A.	Gullett Elementary School	Specialist, Student Support	ESOL End. Class 1	6/30/2004
Phillips,Erika S.	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/30/2004
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/2/2003
Wardell,Amy L.	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/3/2002
Tillett,Julie D.	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	6/1/2001
Sweetland,Emilee R.	Lincoln Memorial Middle School	Reading Coach, MS	ESOL End. Class 1	5/8/2001
Dacosta,Maria H.	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/6/2000
Overby,Molly Greene	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/18/1998
Perkins,Sonja M.	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/23/1998
Russin,Laura L.	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/21/1997
Muldoon,Michael W.	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	8/1/1992

OOF Reading 1.30.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 3	1/25/2025
DeDomenico,Lorianne Marie	Manatee Elementary School	Reading Coach, ES	Reading Endorsement	5/31/2024
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 3	11/1/2023
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 3	11/1/2023
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 3	11/1/2023
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 3	11/1/2023
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	Reading Endorsement Class 3	11/1/2023
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 3	11/1/2023
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 3	11/1/2023
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 3	11/1/2023
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 3	11/1/2023
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 3	11/1/2023
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 3	11/1/2023
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 3	11/1/2023
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 3	11/1/2023
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 3	10/1/2022
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 3	8/1/2022
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 3	5/1/2022
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2021

AGENDA ITEM NO. 12.3

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) for the Establishment for an Attendance Incentive Program and the Distribution of Funds for the Driving Choice Grant in the estimated amount of $300,000.00 to the AFSCME Transportation and Vehicle Maintenance Employees (Multiple Funding Sources)

Executive Summary
The Memorandum of Understanding (MOU) defines the structure and timelines for distributing the Driving Choice Grant funds. The Florida Department of Education (FLDOE) awarded funds to the District in the amount of $60,179.00. These funds will reward transportation employees who meet attendance criteria for second semester. Funding needed for the incentive program above the grant award will be taken from capital. This program will support District bus drivers, attendants and aides, and vehicle maintenance employees represented by the American Federation of State, County, and Municipal Employees (AFSCME) to assist with retention efforts.

All State awarded funds must be expended no later than June 30, 2024.

In order to begin data tracking for the attendance incentive program, the Superintendent signed the MOU. If the School Board does not approve the MOU, the program will be cancelled.

A copy of the MOU is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Recommendation
The Superintendent recommends approval of the Memorandum of Understanding (MOU) for the establishment for an Attendance Incentive Program and the distribution of funds for the Driving Choice Grant in the estimated amount of $300,000.00 to the AFSCME Transportation and Vehicle Maintenance Employees (Multiple Funding Sources)

Financial Impact
Under the Driving Choice Grant the Florida Department of Education (FLDOE) awarded funds to the District in the amount of $60,179.00. If additional funding is needed for the incentive program above the grant award, Capital funds will be utilized.

Contact
Submitting Department: Deputy Superintendent of Operations
Initiated By: Joseph Ranaldi

Attachments:
Distribution of Driving Choice Grant MOU

Memorandum of Understanding (MOU)

January 16, 2024

Between the American Federation of State, County and Municipal Employees (AFSCME) Local 1584 and the School District of Manatee County (SDMC).

This MOU is used to define the structure and timelines for the distribution of Driving Choice Grant funds awarded to the SDMC by the Florida Department of Education, in the amount of $60,147.00, with additional funds provided by the District as required to support the program. These funds will provide financial support to SDMC School Bus Drivers, Attendants/Aides and Vehicle Maintenance employees represented by AFSCME, to recognize attendance targets. All awarded funds must be expended no later than June 30, 2024.

The parties agree to the distribution schedule and dollar figures as follows:

ALL AFSCME (Transportation & Veh. Maint.) Employees

- Second Semester Bonus #1, $750.00, to be paid on the paycheck prior to Spring Break (TARGET PAYCHECK 3/22), so long as no more than two (2) days are missed, for any reason, during the period from 1/9/24 through 3/15/24.

- Second Semester Bonus #2, $750.00, to be paid on the final paycheck of the school year (TARGET PAYCHECK 5/31), so long as no more than two (2) days are missed, for any reason, during the period from 3/18/24 through 5/24/24.

- Second Semester Bonus #3, If an employee has qualified for **BOTH** of the previous bonuses, an additional disbursement of $750.00 shall be paid (TARGET PAYCHECK 6/14).

- Should an AFSCME employee not qualify for the Second Semester Bonus #1 because of absences, they will forfeit that portion; however, will still remain eligible for the Second Semester Bonus #2, so long as the absence requirement for the final payment is met.

- New AFSCME Transportation and Vehicle Maintenance employees, hired within the Second Semester Bonus #1 period, will only be eligible for the Second Semester Bonus #2.

- New AFSCME Transportation and Vehicle Maintenance employees, hired within the Second Semester Bonus #2 period, will not be eligible for the program.

** The word "days" is defined as any scheduled work day, either full or partial, that an employee is absent, regardless of the reason, to include Discretionary days.*

*** AFSCME Transportation and Vehicle Maintenance employees currently on any approved Leave of Absence (LOA) are not eligible to participate in the program until they return to duty from the approved LOA, and will become eligible to participate under the terms and conditions relating to newly hired employees, outlined above.*

ALL disbursements are subject to employee ONLY Federal tax withholding! Figures above are GROSS amounts (before applicable taxes). ***

This program concludes on June 30, 2024.

Signed Deanna R. Howell Date January 17, 2024
Deanna Howell, President
AFSCME Local 1584

Signed [signature] Date 01/17/2024
Authorized School District Representative
School District of Manatee County

AGENDA ITEM NO. 12.4

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Vehicles (Possible Incoming Funds to General Fund)

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed of.

School Board of Manatee County Policy No 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present cost center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following; sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District vehicles. (Possible Incoming Funds to General Fund)

Financial Impact
There is no cost to the General Fund. All assets have fully depreciated. Any revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
White Fleet-Bus Disposals - 1-30-24
Titles-1-30-24

Unit No.	Model Year	Manufacturer	Vehicle Information	VIN	Capacity	Engine	Trans	Mileage	Acq Date	Acq Cost	NBV	Reason	Notes
843	2006	Ford	e350 cargo van	1FTSE34LX6DB18073				72,022	9/13/2006	$ 22,792.00	$ -	Age/Cost to Maintain	As Is
914	2008	dodge	cargo van 250	WD0PE845785291915				58,843	10/10/2008	$ 46,531.00	$ -	Age/Cost to Maintain	Transmission inoperable
823	2006	Ford	E350 cargo van	1FTSE34L16HA75283				79,156	6/8/2005	$ 22,303.00	$ -	Age/Cost to Maintain	As Is
860	2006	Ford	cargo Van E250	1FTNE24W96DB18065		4.6		88,267	9/7/2006	$ 21,697.00	$ -	Age/Cost to Maintain	As Is
846	2006	Ford	Cargo Van E350	1FTSE34L46DB18070		5.4		129,349	9/18/2006	$ 22,792.00	$ -	Age/Cost to Maintain	As Is
828	2006	Ford	Cargo Van E150	1FTRE14L66HA75282				61,989	9/8/2005	$ 18,465.00	$ -	Age/Cost to Maintain	As Is
512	2003	Bluebird	Food Service Bus	1HVBBAAN42H537567				189,396	5/8/2002	$ 88,578.05	$ -	Age/Cost to Maintain	Many parts removed
619	2010	IHC	School bus	4DRBUAAN9AB173210				180,538	4/20/2009	$ 110,698.85	$ -	Age/Cost to Maintain	As Is
616	2009	IHC	School bus	4DRBUAAN89A088294				165,574	10/17/2008	$ 106,808.85	$ -	Age/Cost to Maintain	As Is
685	2013	Thomas C2	School bus	1FAHP53U67A169086				191,995	2/14/2012	$ 105,929.00	$ -	Accident	no engine or transmission
										$ 566,594.75	$ -		

A09468

STATE OF FLORIDA

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
1HVBBAAN42H537567	2003	BLUB		BU	16110		85689323

REGISTERED OWNER

MANATEE COUNTY SCHOOL BOARD
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

05/30/2002

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

MAIL TO:

MANATEE COUNTY SCHOOL BOARD
2800 27TH ST E
BRADENTON FL 34208-7405

#512

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1HVBBAAN42H537567	2003	BLUB		BU	16110		85689323

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N					PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER	HULL MATERIAL	PROP	DATE OF ISSUE
EXEMPT			05/30/2002

REGISTERED OWNER
MANATEE COUNTY SCHOOL BOARD
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 55385946

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths) Selling Price: $ _____ Date Sold: _____

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____ Printed Name of Purchaser: _____

Signature of Co-Purchaser: _____ Printed Name of Co-Purchaser: _____

Signature of Seller: _____ Printed Name of Seller: _____

Signature of Co-Seller: _____ Printed Name of Co-Seller: _____

(When Applicable)

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number: _____

VOID IF ALTERED

VOID IF ALTERED

A05349

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

STATE OF FLORIDA

LIEN SATISFACTION

Identifi Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4DRBUAAN89A088294	2009	ICRP	BU	19000		101519251

Registered Owner:

Date of Issue 10/13/2008

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

#616

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4DRBUAAN89A088294	2009	ICRP	BU	19000		101519251

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
959 MILES 10/08/2008 ACTUAL			10/13/2008

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

Carl A. Ford
Director

Control Number 091985073

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Electra Theodorides-Bustle
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads [ ][ ][ ],[ ][ ][ ].[ ][X] (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

A08095

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4DRBUAAN9AB173210	2010	ICRP	BU	19000		102307573

Date of Issue 03/26/2009

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

619

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

STATE OF FLORIDA

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4DRBUAAN9AB173210	2010	ICRP	BU	19000		102307573

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
1076 MILES 03/23/2009 ACTUAL			03/26/2009

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford
Director

Control Number 093524530

Electra Theodorides-Bustle
Executive Director

VOID IF ALTERED

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|,|_|_|_|.|X| (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: _____ Print Here: _____

Selling Dealer's License Number: _____ Tax No: _____ Tax Collected: _____

Auction Name _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

A09390

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4UZABRDT5DCBR9699	2013	THMS	BU	21148		108338544

Date of Issue 02/29/2012

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVENUE W
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

685

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVENUE W
BRADENTON FL 34205-8840

STATE OF FLORIDA — LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No	Title Number
4UZABRDT5DCBR9699	2013	THMS	BU	21148		108338544

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
729 MILES 02/21/2012 ACTUAL			02/29/2012

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVENUE W
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden — Control Number 105967858 — Julie Jones

Clayton Boyd Walden
Director

Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |__|__|__|,|__|__|__|.| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED — VOID IF ALTERED

A12877

STATE OF FLORIDA

LIEN SATISFACTION

IDENTIFICATION NU...	YR	MAKE	M...	BODY	WT-L-BHP	VESSEL REGIS. NO.	...ITLE NUMBER
1FTSE34L16HA75283	2006	FORD		VN	5117		94148685

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

09/30/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

_____

TITLE DATE

MAIL TO:

#823

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1FTSE34L16HA75283	2006	FORD		VN	5117		94148685

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	WHI				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
10 MILES 09/06/2005 ACTUAL			09/30/2005

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

_____

TITLE DATE

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 74460962

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths)

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $_____ Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Printed Name of Purchaser: _____
Signature of Co-Purchaser: _____
Printed Name of Co-Purchaser: _____
Signature of Seller: _____
Printed Name of Seller: _____
Signature of Co-Seller: _____
Printed Name of Co-Seller: _____
(When Applicable)

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $_____

Auction Name _____ License Number: _____

VOID-IF ALTERED

VOID-IF ALTERED

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

A12881

STATE OF FLORIDA

IDENTIFICATION NUM	YR	MAKE	MO	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
1FTRE14L66HA75282	2006	FORD		VN	4675		94149889

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

09/30/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

MAIL TO:

#828

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1FTRE14L66HA75282	2006	FORD		VN	4675		94149889

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	WHI				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
10 MILES 09/06/2005 ACTUAL			09/30/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
TITLE DATE

1ST LIENHOLDER

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 74460966

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $ _____ Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Printed Name of Purchaser: _____
Signature of Co-Purchaser: _____
Printed Name of Co-Purchaser: _____
Signature of Seller: _____
Printed Name of Seller: _____
Signature of Co-Seller: _____
Printed Name of Co-Seller: _____

(When Applicable)
Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number: _____

STATE OF FLORIDA

LIEN SATISFACTION

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

A12895

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTSE34LX6DB18073	2006	FORD	VN	5117		96757545

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Date of Issue 09/22/2006

843

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTSE34LX6DB18073	2006	FORD	VN	5117		96757545

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	WHI				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
4 MILES 09/13/2006 ACTUAL			09/22/2006

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford
Director

Control Number 80430639

Fred O. Dickinson, III
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.[X] (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 12/05) STATE OF FLORIDA

A10204

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTSE34L46DB18070	2006	FORD	VN	5117		96798915

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Date of Issue 09/28/2006

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

#846

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

IMPORTANT INFORMATION

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STATE OF FLORIDA — LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTSE34L46DB18070	2006	FORD	VN	5117		96798915

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	WHI				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
4 MILES 09/18/2006 ACTUAL			09/28/2006

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES — TALLAHASSEE — FLORIDA — DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Control Number 80505018

Carl A. Ford
Director

Fred O. Dickinson, III
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

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Seller Must Enter Purchaser's Name: _____ Address: _____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.[X] (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: _____ Print Here: _____

Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: _____

Auction Name _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 12/05) STATE OF FLORIDA

STATE OF FLORIDA

LIEN SATISFACTION

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

A09908

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTNE24W96DB18065	2006	FORD	VN	4947		96738941

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Date of Issue 09/20/2006

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

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#860

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FTNE24W96DB18065	2006	FORD	VN	4947		96738941

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	WHI				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
4 MILES 09/07/2006 ACTUAL			09/20/2006

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

Control Number 80392824

Carl A. Ford
Director

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Fred O. Dickinson, III
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

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Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.☒ (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 12/05) STATE OF FLORIDA

A08911

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
WDOPE845785291915	2008	DODG	VN	5120		101627895

Date of Issue 11/03/2008

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

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4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

#914

STATE OF FLORIDA

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
WDOPE845785291915	2008	DODG	VN	5120		101627895

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	WHI				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
132 MILES 10/14/2008 ACTUAL			11/03/2008

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

Carl A. Ford
Director

Control Number 092176920

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Electra Theodorides-Bustle
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

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Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.☒ (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

AGENDA ITEM NO. 12.5

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present Cost Center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00. (Possible Incoming Funds to General Fund)

Financial Impact
There is no cost to the General Fund. All assets have fully depreciated. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List - 1-30-24

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
92986	REFRIGERATOR-HOBART ROLL-THRU	321051939	6/5/1998	$ 5,794.25	$ -	UNECONOMICAL TO REPAIR, AUCTION
189586	SCRUBBER CLARKE ENCORE L20	EJ1106	11/7/2006	$ 5,357.21	$ -	UNECONOMICAL TO REPAIR
193919	TELEPHONE SYSTEM ESI 1000	429230705004	6/20/2007	$ 108,159.00	$ -	OBSOLETE
219484	TELEPHONE SYSTEM ESI 600		8/24/2010	$ 34,801.00	$ -	OBSOLETE
219488	TELEPHONE SYSTEM ESI 600		9/13/2010	$ 34,801.00	$ -	OBSOLETE
219872	MOWER SCAG TIGER CAT 52" RIDER	E6200085	10/13/2010	$ 7,059.78	$ -	UNECONOMICAL TO REPAIR
220010	BURNISHER NOBLES 612939	90035310496593	11/8/2010	$ 5,291.20	$ -	UNECONOMICAL TO REPAIR
223580	TELEPHONE SYSTEM ESI		10/1/2009	$ 33,583.00	$ -	OBSOLETE
239727	OVEN IMPERIAL CONVECTION	7404012	8/31/2012	$ 9,098.46	$ -	UNECONOMICAL TO REPAIR
243308	BURNISHER NOBLES SPEEDGLEAM 20	10647544	9/25/2013	$ 5,189.00	$ -	UNECONOMICAL TO REPAIR
274812	CABINET ESI 600 BASE 32X1200		9/22/2014	$ 5,320.00	$ -	OBSOLETE
295387	TELEPHONE SYSTEM ESI 600		3/27/2017	$ 6,590.00	$ -	OBSOLETE
NO PR	BOGEN MULTICOM 2000 INTERCOM SERVER	4180	2/2/2006	$ 23,843.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	BOGEN MULTICOM 2000 INTERCOM SERVER	4200409	2/2/2006	$ 23,843.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
				$ 308,729.90	$ -	

AGENDA ITEM NO. 12.6

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Accept Donation of 2006 American Hauler Trailer for Parrish Community High (Incoming Donation)

Executive Summary
Parrish Community High has received a generous donation of a 2006 American Hauler Trailer from Robin & James Roden for use in the Athletic department.

2006 American Hauler Trailer
S/N# 5N6200R3X61012980
Estimated value $5,000

A copy of the donation form is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to accept donation of 2006 American Hauler trailer for Parrish Community High. (Incoming Donation)

Financial Impact
There is no cost to the General Fund. The amount of $5,000 will be added to the District's property records.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
2006 Trailer for PCH

THE SCHOOL DISTRICT OF MANATEE COUNTY, FL
DONATION FORM

SCHOOL/DEPT PARRISH COMMUNITY HIGH SCHOOL COST CENTER 0852

Type of Donation: ☐ Cash $_____ ☑ Property

DESCRIPTION OF DONATION (Make, Model, Year/Age, Color)	Serial No.	Donation Fair Market Value	New or Used (N/U)
AMERICAN HALR, CAR HAULER, 2006 TRAILER	5N6200R3X61012980	$5,000.00	U
		$	
		$	
		$	
		$	

Contributions made to the School District of Manatee County are deductible under section 170 of the Internal Revenue Service Code if exclusively for public purpose.

I affirm that this property is being legally donated without any liens, debts or riders.

Donor's Signature: Robin Roden Robin Roden (Nov 9, 2023 13:50 EST) Date: _____

Donor's Name: ROBIN RODEN JAMES RODEN

Address: 13511 4TH AVE NE

City, State, Zip: BRADENTON, FL 34212

Signature of person receiving goods: _____ Date: _____

Administrator Approval Signature: Robert Bradshaw (Nov 10, 2023 13:49 EST) Date: 11/10/23

If a value is established at the current fixed asset threshold of $5,000 or more, email completed form to Property Records Supervisor. These items require Board acceptance. If value is below the fixed threshold, keep on file at your site.

FOR PROPERTY RECORDS USE ONLY

Board Approval Yes ☐ Date _____ No ☐ N/A ☐

Property Record Number: _____

PRR_4504

Final Audit Report 2023-11-10

Created:	2023-11-08
By:	Debra Voye (VoyeD@Manateeschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO2YPfcl2tl-mJsytMOjxgJYlr1xghmBG

"PRR_4504" History

Document created by Debra Voye (VoyeD@Manateeschools.net)
2023-11-08 - 4:35:26 PM GMT

Document emailed to robin@kandjmechanical.com for signature
2023-11-08 - 4:36:59 PM GMT

Email viewed by robin@kandjmechanical.com
2023-11-09 - 9:48:32 PM GMT

Signer robin@kandjmechanical.com entered name at signing as Robin Roden
2023-11-09 - 9:50:28 PM GMT

Document e-signed by Robin Roden (robin@kandjmechanical.com)
Signature Date: 2023-11-09 - 9:50:30 PM GMT - Time Source: server

Document emailed to Robert Bradshaw (bradshad@manateeschools.net) for signature
2023-11-09 - 9:50:32 PM GMT

Email viewed by Robert Bradshaw (bradshad@manateeschools.net)
2023-11-10 - 6:48:50 PM GMT

Document e-signed by Robert Bradshaw (bradshad@manateeschools.net)
Signature Date: 2023-11-10 - 6:49:17 PM GMT - Time Source: server

Agreement completed.
2023-11-10 - 6:49:17 PM GMT

AGENDA ITEM NO. 12.7

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend Title IV, Part A Grant Amendment 1 for 2023-2024, in the Amount of $160,743.51 (Current Grant Funds)

Executive Summary
On June 27, 2023, the School Board of Manatee County approved annual federal entitlement grants for the 2023-2024 School Year, including the Title IV, Part A Student Support and Academic Enrichment grant, in the amount of $1,098,284.00. The District is requesting an amendment to the grant to reallocate $160,743.51 of the grant funds to support additional activities based on the needs of the School District of Manatee County. These include language translation devices for each school site to aid in real-time language translation. This also includes utilizing a comprehensive needs assessment digital tool to collect actionable feedback from stakeholders. These additional items are being recommended to the Board.

This grant is pending Board approval, if not approved, by the School Board, the application will be withdrawn.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Title IV, Part A Grant Amendment 1 for 2023-2024, in the amount of $160,743.51 (Current Grant Funds).

Financial Impact
There will be no cost to the General Fund. The School District of Manatee County was awarded the Title IV, Part A grant for the 2023-2024 School Year, in the amount of $1,098,284.00. The District is requesting an amendment to the grant to reallocate $160,743.51 of the grant funds.

Contact
Submitting Department: Federal Programs and Grants
Initiated By: Latrina Singleton

Attachments:
Title IV, Part A Grant Amendment #1 for 2023-2024

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: Title IV, Part A **TAPS Number:** 24A120		**Project Number (DOE Assigned)** 410-2414A-4C001

C) Amendment Type	D) Amendment Request Contact Information	
☒ Program ☒ Budget **Amendment Number:** 1	Contact Name: Mario Mendoza	Telephone Numbers: 941-751-6550 ext. 43333
	Mailing Address: 2501 63rd Avenue East Bradenton, FL. 34203	E-mail Addresses: mendozam@manateeschools.net

E) Required Signature and Certification

I, Dr. Jason Wysong, *(Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Jason Wysong (Dec 21, 2023 09:31 EST)	Superintendent	12/21/2023
Signature of Agency Head **Pending School Board Approval*	Title	Date

F) Narrative

1. **Delete AOF 1, Activity 4 - Home School Liaison (HSL) – FTE 0.9507**
2. **Delete AOF 3, Activity 1 - 3-1 Information Services Coordinator - FTE 1.0**
3. **Adjusting Allocation to Hola! Elementary School AOF 1, Activity 8 –** This charter school estimated 500 K-5 students would be enrolled at the 10-day Count. Actual enrollment at 10-day Count was 403 K-5 students. Their share is being reduced by $1843.
4. **Adjust cost of AOF 1, Activity 3 - Graduation Enhancement Tech (GET) – FTE 0.868** – to reflect a more accurate salary for the person hired into this position. This person was not hired until September 17, 2023, and salary is also adjusted for beginning employment in this position after the start of the school year.
5. **Adjust cost of AOF 1, Activity 6 – Ellevation Online ESOL Program** to reflect a more accurate cost to the program.
6. **Adjust cost of AOF 2, Activity 1 – National Family Engagement Summit** to reflect a more accurate cost for this Activity.
7. **Adding NEW Activity, Panorama Education (AOF 1, Activity 10) –** The use of the Panorama Education platform will aid the School District of Manatee County and each individual school within our district to gain more meaningful and actionable feedback from students, parents, teachers, and members of the community. "Panorama provides key insights for teachers and school leaders into gaps between student groups. Educators can view data breakdowns related to students' relative advantage…FRPL status, English Language Learner, and other statuses, across each aspect of a student's achievement in school." This platform will allow for surveys that then are analyzed for important trends and insights. The platform also provides research-based and/or evidence-based actions a school or school district can take to improve. Areas of analysis go beyond the academics by also providing analysis of school climate. "Panorama helps schools and districts track the effectiveness of safety and violence programs by measuring change-over-time with valid and reliable surveys on topics like School Safety and School Climate." In addition, this is envisioned to also become an important tool to assist all Federal Program Grants with more effective collaboration, while providing a more robust source of data for a Comprehensive Needs Assessment of our school district. Finally, this tool will also be used to survey students, thereby allowing student voice and participation in initiatives to help our school district provide a safer climate for learning. The effectiveness of this Activity will be measured through successful data collection of all Stakeholders. Furthermore, the collection of this data will also provide stakeholder feedback that is meaningful enough to contribute to the development and implementation of three or more Activities funded through Federal Programs and Grants during the 23-24 school year.
8. **Adding NEW Activity, Language Live (AOF 2, Activity 6) –** is a communication solution that allows people to easily and instantly have a real-time, natural back-and-forth conversation, no matter the language, disability, device or location. Using the All-In-One ILA Pro Device users can speak, spell out loud, or type, and the entire conversation is immediately communicated to the other party in their chosen language. This product would help with communication with families. Currently, our district has 98 languages represented and it is often difficult to assist families that speak other languages such as Portuguese, Russian, Ukrainian, Pashto and over a hundred other languages. To measure the effectiveness of this Activity, we will collect data on the frequency of usage at the end of Quarter 3 and compare the usage data to Quarter 4 of this school year, with a goal of a 10% increase in usage.
9. **Adjust cost of AOF 2, Activity 2 – New Teacher Mentor Program –** Removed Health and Life Insurance from Teacher Stipends.
10. **Adjust cost of AOF 1, Activity 7** – for accuracy of expenditures.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-2414A-4C001 / 24A120
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$1,098,284.00

E) Total Project Amount resulting from this Budget Amendment
$1,098,284.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
6100	160	**Other Support Personnel**: Home School Liaison Area of Focus: AOF 1 Activity Number 4	-0.9507		31,300.89
6100	210	**Retirement**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			4,693.26
6100	220	**Federal Insurance Contributions Act (FICA)**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			2,404.66
6100	230	**Group Insurance-Health & Hospitalizations**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			5,043.75
6100	230	**Group Insurance-Life Insurance**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			72.57
6100	240	**Workers' Compensation**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			391.20
6100	330	**Travel**: Home School Liaison Area of Focus: AOF 1 Activity Number 4			250.00
6500	160	**Other Support Personnel**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1	-1		53,999.64
6500	210	**Retirement**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			8,099.95
6500	220	**Federal Insurance Contributions Act (FICA)**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			4,130.98
6500	230	**Group Insurance-Health & Hospitalizations**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			9,444.00
6500	230	**Group Insurance-Life Insurance**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			124.20
6500	240	**Workers' Compensation**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			675.00
6500	330	**Travel**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			500.00
6500	390	**Other Purchased Services**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			960.45
6500	519	**Technology Related Supplies**: Information Services Coordinator Area of Focus: AOF 3 Activity Number 1			500.00

5100	390	**Other Purchased Services**: Charter School-No change to what Hola! Elementary School will purchase only reduction of allocation due to estimating number of students Area of Focus: AOF 1 Activity Number 8			**1,843.00**
6300	160	**Other Support Personnel**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3	**0.868**		**9,719.28**
6300	210	**Retirement**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**1,457.89**
6300	220	**Federal Insurance Contributions Act (FICA)**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**743.53**
6300	230	**Group Insurance-Health & Hospitalizations**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**1,522.04**
6300	230	**Group Insurance-Life Insurance**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**22.35**
6300	240	**Workers' Compensation**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**121.49**
6400	369	**Related Rentals**: Ellevation – online ESOL program Area of Focus: AOF 1 Activity Number 6		**1,764.15**	
6400	330	**Travel**: National Family Engagement Summit – Out-of-State Travel Estimated travel realized lower due to less people attending. Area of Focus: RF: AOF 2 Activity Number 1			**5,352.21**
5100	369	**Technology-Related Rentals**: Panorama Education – online platform Area of Focus: AOF 1 Activity Number 10		**55,000.00**	
6150	369	**Technology-Related Rentals**: 44-Translate Live license service Area of Focus: AOF 2 Activity Number 6		**6,600.00**	
6150	649	**Technology-Related Noncapitalized Fixtures and Equipment**: 44-Translate Live Devices Area of Focus: AOF 2 Activity Number 6		**96,756.00**	
7200	790	**(Indirect Cost) @3.72%**: Adjusted due to Capital Outlay Item being purchased Area of Focus: AOF 4 Activity Number 2			**3,470.37**
6400	120	**Other Certified**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**1,764.15**
6400	210	**Retirement**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**239.40**
6400	220	**Federal Insurance Contributions Act (FICA)**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**134.96**
6400	230	**Group Insurance-Health & Hospitalizations**: New Teacher Mentor Program Stipends does not get accrued when stipends are being paid reduced Area of Focus: AOF 2 Activity Number 2			**11,569.92**

6400	230	**Group Insurance-Life Insurance**: New Teacher Mentor Program Stipends does not get accrued when stipends are being paid reduced Area of Focus: AOF 2 Activity Number 2			**169.93**
6400	240	**Workers' Compensation**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**22.59**
5100	510	**Supplies**: Area of Focus: RF: AOF 1 Activity Number 7		**623.51**	
			Total	**160,743.66**	**160,743.66**

AGENDA ITEM NO. 12.8

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Patrick Leahy Farm to School Grant for the 2024-2025 School Year, in the Amount of $50,000.00 (Anticipated Incoming Grant Funds)

Executive Summary
The Patrick Leahy Farm to School Grant Program is designed to increase the availability of local foods in schools and help connect students to the sources of their food through education, field trips and local food sourcing for school meals. The Food and Nutrition Services Department is applying for the Edible Garden turnkey track ,which will provide $50,000.00 in funding to establish a Manatee County School's Farm to School Program. It will provide funding for gardens at four Title 1 elementary schools and also provide funding for existing gardens at Sugg Middle School and Braden River High School.

The program will establish the school gardens and provide a comprehensive educational experience. Students will be able to see their food grow, learn valuable lessons that fit directly into the required standards, get hands-on experience in the kitchen, learn about nutrition and eat what they have grown in their school cafeteria. The grant will also increase the availability of local foods used in the cafeteria and will help connect students to the sources of their food. The schools will grow produce that will be utilized in the cafeteria as part of the National School Lunch Program. The produce grown will be included on the school's menu and prepared in the school's kitchen where students will create recipes for taste testing. The gardens will also be used for math, science, and nutrition education lessons.

The grant application was due on January 12, 2024. If not approved by the School Board, the application will be withdrawn.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Patrick Leahy Farm to School Grant for the 2024-2025 school year, in the amount of $50,000.00. (Anticipated Incoming Grant Funds)

Financial Impact
There is no financial impact to the General Fund. The District is projected to receive funds for the Patrick Leahy Farm to School grant, in the amount of $50,000.00, for the 2024-2025 school year.

Contact
Submitting Department: Food and Nutrition Services
Initiated By: Regina Thoma

Attachments:
Patrick Leahy Farm to School Grant

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: School District of Manatee County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000728

* c. UEI: XKGXG94KMH65

d. Address:

* Street1: 215 Manatee Ave West
Street2:
* City: Bradenton
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34205-8840

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Skye
Middle Name:
* Last Name: Grundy
Suffix:

Title: Supervisor, Student Nutrition

Organizational Affiliation:

* Telephone Number: 941-739-5700
Fax Number:

* Email: grundys@manateeschools.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

G: Independent School District

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Food and Nutrition Service

11. Catalog of Federal Domestic Assistance Number:

10.575

CFDA Title:

Farm to School Grant Program

*** 12. Funding Opportunity Number:**

USDA-FNS-F2S-2024

* Title:

FY2024 Farm to School Grants

13. Competition Identification Number:

USDA-FNS-F2S-2024

Title:

FY2024 Farm to School Grants

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Manatee Farm to School Garden Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-016 * b. Program/Project: FL-016

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 05/23/2025

18. Estimated Funding ($):

* a. Federal	37,250.00
* b. Applicant	8,960.00
* c. State	0.00
* d. Local	0.00
* e. Other	3,790.00
* f. Program Income	0.00
* g. TOTAL	50,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ I AGREE

Jason Wysong (Jan 11, 2024 08:40 EST)

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Dr. * First Name: Jason

Middle Name:

* Last Name: Wysong

Suffix:

* Title: Superintendent

* Telephone Number: 941-751-6550 Fax Number:

* Email: wysongj@manateeschools.net

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

View Burden Statement

OMB Number: 0584-0512
Expiration Date: 07/31/2025

UNITED STATES DEPARTMENT OF AGRICULTURE Food and Nutrition Service

Patrick Leahy Farm to School Grant Program

APPLICATION COVER SHEET: FARM TO SCHOOL GRANT CFDA#10.575

Name of Organization: School District Manatee County

Length of Project

Grant Application Type: Turnkey Grant - Edible Gardens | 24 months

Type of Eligible Entity: School Food Authority

Brief Project Description: Please clearly summarize, **in the third person**, the work your organization will do as a result of receiving funding, who it will impact and which key partners will be involved. *Note: If awarded funding, this description will be used in publicly available documents.

The funding received by the grant will help create a Manatee County Farm to School Garden Program. The funding not only establishes the school gardens but also provides a comprehensive educational experience. Students will be able to see their food grow, learn valuable lessons that fit directly into the needed standards, get hands on experience in the kitchen, learn about nutrition, and eat what they have grown in their school cafeteria. This program increases availability of local foods used in the cafeteria and will help connect students to their food. Four Title 1 elementary schools, one Title 1 middle school, and one high school will grow a crop that will be utilized in the cafeteria as part of the National School Lunch Program. The gardens will be used for math, science, and nutrition education lessons and the produce grown will be brought into the school kitchen where students will create recipes for taste testing as well as being placed on the school menu.

Child Nutrition Program Information

If you have identified the Child Nutrition Program (CNP) operator(s) (i.e., school food authorities, schools, CACFP institutions, CACFP facilities, SFSP sponsors, and/or SFSP sites) that you'll be working with on this project, please continue to the next page.

If you cannot provide this information yet or will not be partnering directly with CNP operators, please describe the intended scope of your project, including the intended partners and the estimated number of organizations, and if possible, individuals, that the project will impact (e.g., Our project will recruit 16 schools to participate in a statewide farm to school network, serving an estimated 1,000 students).

Please continue to next page, if applicable.

Please provide the information requested below for each CNP operator included in your project. If you will be working with all of the schools/facilities/sites associated with a school food authority (SFA)/institution/sponsor or with more than five schools/facilities/sites associated with the same SFA/institution/sponsor, you can provide information for the SFA/institution/sponsor. Otherwise, please provide information only for each school/facility/site individually by clicking "Next." For example, if you will be working with two of three schools in an SFA, please provide information for the two schools. If you will be working with two schools in an SFA that only has two schools, please provide information for the SFA.

Name of CNP operator: Manatee County School Board

State: FL: Florida

Type of CNP operator: School Food Authority

Number of participants eligible for free or reduced priced (F/RP) meals: 28,337

Total enrollment: 44,804

Urban/Rural Classification Code: 21 - Suburb, Large

Participant Ethnicity/Race Demographics

Percentages should add up to 100%.

% Hispanic or Latino:	35.000	% American Indian or Alaska Native:	0.100
% White:	46.000	% Native Hawaiian or Other Pacific Islander:	0.000
% Black or African American:	11.000	% Two or more races:	5.000
% Asian:	2.000		

CNP Operator 1 of 1

Calculate your overall F/RP eligibility:

1. Add the number of participants eligible for F/RP meals for each CNP operator you entered:	28,337
2. Add the total enrollment for each CNP operator you entered:	44,804
3. **Divide the total number of participants eligible for F/RP meals (line 1 above) by the total enrollment (line 2 above) and multiply by 100:**	63.247

Manatee County has a history rich in agriculture and is still a major player in the Florida agriculture industry today. Despite the role agriculture plays in the county, it is jeopardized by urbanization, foreign competition, and environmental problems. Farming acreage in Manatee County has decreased by 60% in the last 50 years according to the U.S. Department of Agriculture Census. It is more important than ever to educate future generations of Manatee County residents about the agriculture industry and where food comes from. There is no better place to start this education than in school.

The School District of Manatee County's Food and Nutrition Services Department began focusing on their Farm to School efforts in 2018. What had been a week of Earth Day celebrations became a week of "Farm to School" celebrations. Local farmers and the county's Agriculture Extension Agency were invited to schools to present to classes and help students plant their very own tomato plant to take home and grow. A farm to school logo was created in 2019 and in 2020 the very first Farm to School community meeting was held.

Despite Covid's hindrance, the Food and Nutrition Services Department continued to grow their Farm to School week efforts. In 2021, schools applied to the Food and Nutrition Services Department to receive EarthBoxes to start a school garden during Farm to School Week. The department kicked off each school garden with a planting event hosted by either a farmer, Agriculture Extension personnel, or EarthBox expert. Guest planters even included the superintendent. Schools were supplied with curriculum from Florida Agriculture in the Classroom along with "I Tried It" stickers, fun garden books, ruler bookmarks, and Food and Nutrition Service's Garden Journal. In 2023, thirteen elementary schools received EarthBoxes as part of the department's Farm to School Week. This was the largest amount of school's reached during Farm to School week. In 2022, recipe taste testing was added to the week events. Schools with gardens brought their harvested items into the kitchens and the cafeteria staff helped the students prepare fun recipes for taste testing.

After several years of experience in starting school gardens, the Food and Nutrition Services Department is applying for the USDA Farm to School Grant to expand its initiative. The funding received by the grant will help create a Manatee County Farm to School Garden Program, that not only establishes the school gardens but also provides a comprehensive educational experience. Students will be able to see their food grow, learn valuable lessons that fit directly into the needed standards, get hands on experience in the kitchen, learn about nutrition, and eat what they have grown in their school cafeteria. This program increase availability of local foods used in the cafeteria and will help connect students to their food.

Manatee County School District serves a diverse population of students in it's 66 schools, 35% of the 55,000 students are Hispanic, 11% are African American, and 46% are white. A majority of the county would be considered suburban with many food deserts present. There are 25 Community Eligibility Schools within the district with 63% of students receiving meal benefits either through the CEP Program or by application. To reach the historically underserved in the county, the Manatee Farm to School Garden Program will target four Title 1 elementary schools, one Title 1 middle school, and one high school.

The capacity, educational requirements, and scheduling differ greatly at each level in the school system. Therefore, the plan will be different for each level. At the elementary level Earth Boxes will be used to create a school garden. The EarthBox system was designed by tomato farmer Blake Whisenant, a Manatee County resident. The EarthBox Garden Cener currently

partners with the Food and Nutrition Services Department during Farm to School week by providing a discount on products purchased, but more importantly expert knowledge and hands on help at schools. After the kickoff planting event, each garden will be required to participate in at least one lesson per week based on the Florida Agriculture in Classroom curriculum, one kitchen lesson each month, and one nutrition education lesson per month facilitated by the district dietitian. Kitchen lesson will be created with help from the district curriculum department to ensure they meet Florida standards; the curriculum department has partnered with the Food and Nutrition Services Department in the past to create five different kitchen lessons that focus on math and science and are currently in use. These lessons use the kitchen as a learn lab and give students a hands-on learning environment. Florida Agriculture in the Classroom have partnered with the district for the last few years by providing curriculum to give out with our EarthBoxes along with providing grants to several of the district schools. The Manatee UF/IFAS Extension has also been a partner and resource for the department. They will provide expert knowledge during the program.

While a variety of items will be grown, tomatoes will be grown as the "cafeteria crop" at the elementary level. This crop will be harvested and used in the cafeteria as part of the National School Lunch Program. It will be featured on the monthly menu as the Farm to School Garden Item. Other crops produced in the garden will be used as kitchen lesson items and to provide food preparation skills for the students. These recipes will be taste tested with students as part of their garden and nutrition education lessons.

At the secondary schools, the Future Farmers of America agriculture program will be utilized to produce a crop for the school cafeteria. One Title 1 middle school and one high school will select to expand their garden operations and grow lettuce for the cafeteria. The middle school and high school that are being considered utilize the Hydro-Stacker system currently. The Hydro-Stacker was invented by Chester Bullock, a Manatee County native. Mr. Bullock will help both schools successfully expand their current operations and will be a source of knowledge during the entire school year. The high we are considering using already has green house space we can utilize. Both secondary schools will participate in one kitchen or food science class a month along with one monthly nutrition education lesson facilitated by the district's dietitian. The agriculture course in the district already has established curriculum that will also be utilized. The production of a marketable crop fits directly into the benchmark standards for their course.

Both the elementary and secondary schools will create a school level team that will include teachers, administration, the school custodian, the cafeteria manager, and any other staff who would like to participate. Parents and students will also be included in the team where appropriate. This team will meet once a semester to discuss the status of goals and objectives completion along with any other garden topics. Schools level teams will be included in the overall district Farm to School Garden Team, whose members will include the Food and Nutrition Services director, district dietitians, curriculum specialists, and local agricultural professionals. This team will be led by a School Garden Leader who will be responsible for the monthly compliance checklist along with overall garden oversight. The School Garden Leader will receive a district set supplement of approximately $1835 for leading the school garden project for the 2024-2025 school year.

The Food and Nutrition Services Department will create a Farm to School Garden Manual which will include a school garden safety plan along with the compliance checklist for

safety, cafeteria crop measurements, and educational requirements. At the district of office level, Skye Grundy and Monica Ostberg will be responsible for the Farm to School Garden Project. A kickoff meeting will be held that School Garden Leaders along with other available members of the Farm to School Garden Team will attend. Training will be provided at this meeting along with a review of the manual. At this meeting, teams will establish individual school garden goals and objectives, that coincide with the overall goals and objectives of the project, along with a plan to meet those goals. A harvest timeline will be created for each school so that harvest items can be included on the menu at the correct time. Teams will also develop individual sustainability and support plans to ensure the garden can continue after the grant period.

School Garden Leaders will complete the monthly compliance checklists and one of the district's dietitians will visit the garden monthly for an inspection to ensure food safety. The dietitians will monitor each garden to make sure they are meeting the established goals. Outside resources like the EarthBox experts, Chester Bullock, and the UF/IFAS extension agency will be utilized throughout the program but especially for problem solving. The School Garden Leader and the cafeteria manager will develop a plan for harvesting and transport that best meets the school needs while still maintaining a safety requirement. All food service managers are ServSafe Certified but additional training will be provided to all food service staff on proper handling, storage, and preparation techniques. School Garden items will be included on the menu and marketed during the harvest season. All produce will weighed and received into inventory and recorded on school production records.

At the end of the 2025 school year the project will be measured and evaluated to verify the goals and objectives were met. Measurements will include the pounds of tomatoes and lettuce provided by the gardens, the dollar value of the produce used by the cafeteria, the number of hours of education provided, and the results of student pre and post tests on garden related knowledge. Sustainability plans will be utilized to continue the garden for following school years. The Food and Nutrition Department will continue to support the school gardens with resources and help applying for other grants. The Food Nutrition Services Department will continue to work with the gardens and purchase garden harvest items. If the project is successful in producing a consistent harvest for the cafeteria, other schools will be offered the opportunity to join the program.

Edible Garden Project Activities/Indicators Tracker

Objective: Plan, implement, and evaluate a food production operation that produces food for CNP operators' activities.

A: Required Activity (Do not edit)	**B: List tasks required to accomplish activity**	**C: Responsible party for each task**	**D: Proposed Timeline** (Month, year – Month, year)	**E: Indicator(s)**
Attend one-time training meeting (Grantee Gathering) with USDA personnel.	Find out meeting date and place. Register for meeting. District approval/paperwork Travel and Accommodations	Skye Grundy	July/Aug 2024	Number attended
Establish or convene an edible garden team, with diverse leadership and membership that reflects the community served, including representation from school/site food service professionals.	October Kick Off Meeting with Farm to School (FTS) Team FTS Team will include teachers, curriculum specialist, cafeteria manager, food service director, district dieticians, school administration, FFA students, agricultural extension agents, and local agricultural professionals.	Skye Grundy and Monica Ostberg	FTS Team established in September 2024 FTS Team Kickoff October 2024	Number and types of partner organizations
Establish a vision, goals, and objectives for the edible garden project, including how the project	Write overall project goals and objectives which include weekly and monthly garden lessons, nutrition education lessons, and kitchen lessons.	Skye Grundy and Monica Ostberg	July/Aug 2024	Written vision, goal, and objectives

will increase access to local foods, how it will be used for agricultural education, and how it will be maintained and sustained beyond the grant project.	Write overall project goals and objectives for FTS crops from edible gardens. Share with FTS Team at kickoff meeting. Develop individual school garden plans with a timeline to meet the overall goals with FTS Team. Develop individual sustainability and support plans for each garden along with outside funding needed and plan for outside funding.		July/Aug 2024 FTS Team Kickoff October 2024	Written harvest plan and use plan Written individual garden goals and objectives Written sustainability plan for each garden
Identify and comply with any applicable Federal, State, and/or local regulations.	Research Federal, State, local regulations for school gardens utilizing resources like the Health Department, FFA teachers, IFAS/Agriculture Extension Agency, and Florida Farm to School resources. Create checklist to ensure each school garden complies with regulations. Train FTS Team Review monthly that schools are in compliance.	Monica Ostberg	July/Aug 2024 September 2024 FTS Team Kickoff October 2024 Monthly Review 2024-2025 School Year	 Written compliance checklist At least 2 people at each school trained on compliance checklist

Develop a garden food safety plan.	Research Federal, State, local regulations for school gardens utilizing resources like the Health Department, FFA teachers, IFAS/Agriculture Extension Agency, and Florida Farm to School resources along with other districts. Create a school garden safety plan and include in school garden manual along with the compliance checklist. Train FTS Team	Monica Ostberg	July/Aug 2024 September 2024 FTS Team Kickoff October 2024	Written School Garden Manual At least 2 people at each school trained on compliance checklist
Determine how processing, storage, and ultimate use of school garden foods will take place.	Based on each school's school garden goals create a harvesting timetable. Ensure harvest items are on menu for the timeframe. Create plan with school garden leader and cafeteria manager on process for movement from garden to cafeteria. Train cafeteria staff on proper storage and processing of school garden produce.	Skye Grundy and Monica Ostberg	FTS Team Kickoff October 2024 December - April 2024	1 Harvesting Timetable per school Menu with items harvested in garden At least 1 manager and 2 workers trained at each garden school
Carryout the edible garden	Set-up school gardens purchase needed	FTS Team	October 2024	Number gardens completed

project including procuring supplies and installation.	EarthBoxes, Hydro-Stacker equipment and other supplies. Purchase marketing materials Review gardens and complete compliance checklist School garden kick-off and planting Complete required garden lessons, kitchen lessons, and nutrition education lessons Complete monthly compliance checklist Complete monthly school garden oversight visits Harvest school garden cafeteria crop School garden produce items utilized in school cafeteria	Skye Grundy FTS Team FTS Team School Garden Leader Skye Grundy and Monica Ostberg School Garden Leader/Team School cafeteria staff	October 2025 October – April 2025	Number of early childhood education (age 0 – pre-k) students, primary students (grades k-5), secondary students (grades 6-12) impacted Number of collaborating CNP sites by level: early childhood education (age 0 – pre-k), primary (grades k-5), secondary (grades 6-12) Dollar value of local foods purchased by product type: fruit, vegetables, fluid milk, other dairy, protein, grains (including baked goods), other Pounds of food produced or pounds provided to CNP site(s) from edible garden site
Conduct an evaluation of the project.	Create and utilize a school garden experience survey Compare students pre/post test on school garden related knowledge	Skye Grundy and Monica Ostberg	May 2025	

	Review amount of produce utilized from each site Start steps in sustainability plan			

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	10.575	$	$	$ 37250	$	$ 37250
2. Non-Federal	10.575				12750	12750
3.						
4.						
5. Totals		$	$	$ 37250	$ 12750	$ 50000

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$ 11010	$	$	$	$ 11010
b. Fringe Benefits	2336				2336
c. Travel	3108				3108
d. Equipment	0				0
e. Supplies	17760	500			18260
f. Contractual	0	3290			3290
g. Construction	0				0
h. Other	1700	8960			10660
i. Total Direct Charges (sum of 6a-6h)	35914				$ 48664
j. Indirect Charges	1336				$ 1336
k. TOTALS (sum of 6i and 6j)	$ 37250	$ 12750	$	$	$ 50,000
7. Program Income	$ 37250	$ 12750	$	$	$ 50,000

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

Suggested Budget Narrative Template

1. PERSONNEL	FEDERAL REQUEST	MATCH/IN-KIND	TOTAL	NARRATIVE EXPLANATION
1a. Teacher Supplement	$11010	$0	$11010	6 Teachers x $1835
Personnel Total	$11010	$0	$11010	
2. FRINGE BENEFITS	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
2a. PERSONNEL	$2336	$0	$2336	$11010 X 21.22%
Fringe Benefits Total	$2336	$0	$2336	
3. TRAVEL	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
3a. Airfare, Tampa to/from Denver	$600	$0	$600	$300 x 2 People for Gathering
3b. Mileage, Palmetto to/from Tampa	$40	$0	$40	30.5 miles x 0.65/miles x 2 ways
3c. Airport parking: # days x # people @ $XX/day	$80	$0	$80	$20 x 4 days
3d. Ground transportation: # days x # people @ est. $XX/day	$100	$0	$100	Sharing taxi or uber to and from Dever airport and while in Denver
3e. Lodging: in-state/out-of-State rate, date, # days x # people @ $XXX / day	$2000	$0	$2000	$250 x 4 Nights x 2 People
3f. Per diem (M&IE): in-State/out-of-State rate, full day, # days x # people @ $XX.XX /	$288	$0	$288	$36/Day Per Diem x 4 Days x 2 People

day				
Travel Total	$3108	$0	$3108	
4. SUPPLIES (Less than or equal to a unit cost of $4,000. Note: Allowable costs are located at 2 CFR Part 200, Subpart E)	**FEDERAL REQUEST**	$0	**TOTAL**	**NARRATIVE EXPLANATION**
4a. Earthboxes and Earthbox Supplies	$5000	$250	$5250	$65.75/Earthbox X 60 + $200/watering system x 4 + $505 other EarthBox supplies
4b. Hydro-Stacker Replacement Parts and Equipment	$3716	$200	$3916	Replacement Planters, Secret Sauce, arts, Pumps, Tubes, Media
4c. Harvesting Equipment and Gardening Supplies	$6000		$6000	Harvesting Carts, Gloves, Hand Shovels, Clippers, Stakes, Wire, etc., Fencing, Earthbox Stands ($1000 per school)
4d. Seeds/Starter Plants	$630	$50	$680	$120 x 4 (EL) + $100 x 2 (Sec)
4e. Marketing Materials – Signage, Aprons, Posters	$1500		$1500	Signs, Posters, Aprons, Banners
7c. Nutrition Education Materials and Printing	$914	$0	$914	
Supplies Total	$17760	$500	$18260	
5. EQUIPMENT	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
5a. XXX	$0	$0	$0	
Equipment Total	$0	$0	$0	
6. CONTRACTUAL	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
6a. Earthbox Store Experts	$0	$1715	$1715	(6 hrs/month x 7 months) + 7 hours set-

				up x $35/hr
6b. HydroStacker, Chester Bullock, Owner	$0	$1575	$1575	(5hrs/month x 7 months) + 10 hours set-up x 35/hr
Contractual Total	$0	$3290	$3290	
7. OTHER	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
7a. Professional Development	$1000	$0	$1000	$500 x 2 People for Gathering Registration
7b. Facility Usage	$0	$8960	$8960	High School Greenhouse: $14/day x 20 days/month x 7 months Outside Gardens: $10/day x 20 days/month X 7 months x 5
7c. Food Ingredients for Tast Testing	$700	$0	$700	$100 x 4 for Elementary + $150 x 2 for Secondary
Other Total	$1700	$8960	$10660	
8. TOTAL COSTS	**FEDERAL REQUEST**	**MATCH/IN-KIND**	**TOTAL**	**NARRATIVE EXPLANATION**
8a. Total Direct Costs	$35914	$12750	$48664	[You will not need to write anything in this column]
8b. Total Indirect Costs [or maximum Administrative Costs % allowed]	$1336	$0	$1336	$35914x3.72%(District Approved Grant Rate). We do not have a NIDCRA.
Total costs (Budget categories 8a + 8b)	$37250	$12750	$50000	[You will not need to write anything in this column]

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Jason Wysong (Jan 11, 2024 08:40 EST)	Superintendent
APPLICANT ORGANIZATION	DATE SUBMITTED
School District of Manatee County	01/11/2024

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract	☐ a. bid/offer/application	☒ a. initial filing
☒ b. grant	☒ b. initial award	☐ b. material change
☐ c. cooperative agreement	☐ c. post-award	
☐ d. loan		
☐ e. loan guarantee		
☐ f. loan insurance		

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

*Name: School District of Manatee County

*Street 1: 215 Manatee Avenue West Street 2:

*City: Bradenton State: FL: Florida Zip: 34205

Congressional District, if known: FL-016

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: USDA

7. * Federal Program Name/Description:

CFDA Number, *if applicable*:

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name: NONE Middle Name:

*Last Name: None Suffix:

*Street 1: Street 2:

*City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name: NONE Middle Name:

*Last Name: None Suffix:

*Street 1: Street 2:

*City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Jason Wysong (Jan 11, 2024 08:40 EST)

***Name:** Prefix: Dr. *First Name: Jason Middle Name:

*Last Name: Wysong Suffix:

Title: Superintendent **Telephone No.:** (941) 708-8770 **Date:** 01/11/2024

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UNITED STATES DEPARTMENT OF AGRICULTURE
Food and Nutrition Service

OMB APPROVED NO. 0584-XXXX
Expiration Date: MM/DD/YYYY

GRANT PROGRAM ACCOUNTING SYSTEM & FINANCIAL CAPABILITY QUESTIONNAIRE

PAPERWORK REDUCTION ACT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-XXXX The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Food and Nutrition Services, Office of Policy Support, 3101 Park Center Drive, Room 1014, Alexandria, VA 22302, ATTN: PRA (0584-XXXX). Do not return the completed form to this address.

PURPOSE

Recipients of Federal funds must maintain adequate accounting systems that meet the criteria outlined in 2 CFR §200.302 Standards for Financial and Program Management. The responses to this questionnaire are used to assist in the Food and Nutrition Service Agency's (FNS) evaluation of your accounting system to ensure the adequate, appropriate, and transparent use of Federal funds. Failure to comply with the criteria outlined in the regulations above may preclude your organization from receiving an award. This form applies to FNS' competitive and noncompetitive grant programs

ORGANIZATION INFORMATION

Legal Organization Name: School District of Manatee County

D-U-Ns Number: 100012962

FINANCIAL STABILITY AND QUALITY OF MANAGMENT SYSTEMS

Requirement		Yes	No
1.	Has your organization received a Federal award within the past 3 years?	☒	☐
2.	Does your organization utilize accounting software to manage your financial records?	☒	☐
3.	Does your accounting system identify the receipt and expenditure of program funds separately for each grant?	☒	☐
4.	Does your organization have a dedicated individual responsible for monitoring organizational funds, such as an accountant or a finance manager?	☒	☐
5.	Does your organization separate the duties for staff handling the approval of transactions and the recording and payment of funds?	☒	☐
6.	Does your organization have the ability to specifically identify and allocate employee effort to an applicable program?	☒	☐
7.	Does your organization have a property/inventory management system in place to track location and value of equipment purchased under the award?	☒	☐

AUDIT REPORTS AND FINDINGS

Requirement		Yes	No
1.	Has your organization been audited within the last 5 fiscal years? (If the answer is "Yes" and this report was issued under the Single Audit Act please note this in the box below marked "Additional Information" and if not issued under the "Single Audit Act", please attach a copy or provide a link to the audit report in the Hyperlink space below).	☒	☐
2.	If your organization has been audited within the last 5 fiscal years, was there a "Qualified Opinion" or an "Adverse Opinion"?	☐	☒
3.	If your organization has been audited within the last 5 fiscal years, was there a "Material Weakness" disclosed?	☐	☒
4.	If your organization has been audited within the last 5 fiscal years, was there a "Significant Deficiency" disclosed?	☒	☐

Hyperlink (if available): _____

Additional information including expanding on responses in previous sections:

1. Single Audit Act

4. 2018/2019, 2019/2020 significant deficiency in financial statement section; no findings under Federal Awards Section

APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

Jason Wysong (Jan 11, 2024 08:40 EST)

Authorized Representative's Signature

01/11/2024

Date

Name: Dr. Jason Wysong

Phone: (941) 708-8700

Email: wysongj@manateeschools.net

FLORIDA
Agriculture
IN THE CLASSROOM

PO Box 110015
Gainesville, FL 32611
T: (352) 846-1391
F: (352) 846-1390
W: www.AgTag.org

December 5, 2023

To Gregory Walton, Chief, Grants Management Operations Branch:

On behalf of the Florida Agriculture in the Classroom, I am pleased to provide this letter expressing our commitment to help the School District of Manatee County Food and Nutrition Services Departments in their efforts in expanding availability of local foods and connecting students to the sources of their food through education and school gardens.

To support a successful outcome of the proposed goals and objectives of the USDA Farm to School Grant project, our organization will continue to provide each participating class with our Florida standard based school garden curriculum. The provided curriculum includes lesson that teach health, science, language arts, and math using the school garden. Our organization will provide school garden educational trainings that include curriculum and technical assistance as needed throughout the 2024-2025 school year. We will help provide additional resources and advice on any lesson plans associated with the project. We have been working with Skye Grundy and the School District of Manatee County Food and Nutrition Department for many years and applaud their efforts and dedication to their students' learning and health.

Should there be any questions regarding this letter, please contact us at 352-846-1391 or sponholtz@agtag.org.

Sincerely,

Becky W. Sponholtz

Becky Sponholtz
Executive Director

UF | UNIVERSITY of FLORIDA

UF/IFAS Extension
Office of the Dean for Extension

1020 McCarty Hall D
PO Box 110210
Gainesville, FL 32611-0310
Phone: 352-392-1761

December 11, 2023

Food & Nutrition Services
School District of Manatee County
1812 27th St. E. Bradenton, FL 34208

Dear Skye T Grundy, Supervisor, Student Nutrition,

The University of Florida/IFAS Extension Family Nutrition Program commits to participating in and supporting the School District of Manatee County Food and Nutrition Services Departments in 2024/25. As such, the below prospective "commitments" will adjust based on future examination and funding available for our program.

The UF/IFAS Extension Family Nutrition Program (FNP) is one implementing agency of the Florida component of the USDA's Supplemental Nutrition Assistance Program Education (SNAP-Ed). The goal of SNAP-Ed is to improve the likelihood that individuals with low income, including those eligible for SNAP, will make healthy food choices within a limited budget, become more physically active, and reduce time spent in sedentary behaviors as part of a healthy lifestyle.

The FNP is delivered through UF/IFAS Extension and is an annually renewable contract. UF/IFAS is a federal-state-county partnership dedicated to developing knowledge in agriculture, human and natural resources, and the life sciences, and enhancing and sustaining the quality of human life by making that information accessible. We are currently in a multi-year contract to provide SNAP-Ed for youth throughout Florida through September 30, 2025.

The FNP will contribute by delivering nutrition education to students in conjunction with school garden programs. FNP will also support overall program implementation and sustainability through September 2025. Statewide, we are supporting schools with policy, systems and environmental changes including gardens, pantries, Smarter Lunchrooms, ECE, Farm to School, Farm to ECE. For more information about services we provide, please visit familynutritionprogram.org.

Sincerely,

Karla P. Shelnutt

Karla P. Shelnutt, PhD, RD
Professor and Associate Dean for Extension Engagement
PI, FNP and EFNEP
Institute of Food and Agricultural Sciences
University of Florida

An Equal Opportunity Institution

SCHOOL DISTRICT OF MANATEE COUNTY

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

December 19, 2023

Allison Knaust
2501 63rd Ave E
Bradenton, Fl 34203

To Gregory Walton, Chief, Grants Management Operations Branch:

On behalf of the School District of Manatee County Curriculum Department, I am pleased to provide this letter expressing our commitment to help the Food and Nutrition Services Departments in their efforts in connecting students to the sources of their food through education and school gardens.

To support a successful outcome of the proposed goals and objectives of the USDA Farm to School Grant project, our department will contribute information and guidance on state education standards as they apply to the lessons used in the school gardens and kitchen. We will help promote the project within the district throughout the 2024-2025 school year. Additionally, we will partner with the Food and Nutrition Department to provide additional resources and advice on any lesson plans associated with the project.

Should there be any questions regarding this letter, please contact us at knausta@manateeschools.net.

Sincerely,
Allison Knaust
Curriculum and Instruction, Health and PE TOA
Knausta@manateeschools.net
Shannon Fleming Director Secondary Curriculum

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

Skye Grundy RD, LD/N

Experience

Supervisor, Student Nutrition, January 2010 - Present
Manatee County School District, Food and Nutrition Services

- Ensured regulatory compliance of the National School Lunch Program, National School Lunch Program, Afterschool Snack Program, Summer Food Service Program and the After School Supper Program. Developed procedures for all programs to meet USDA regulations.
- Developed menus based on USDA regulations for four different age groups and five different meal programs including NSLP, NSBP, SFSP, CACFP Supper, ASSP.
- Evaluated and selected all products used in programs. Reviewed nutritional content to verify the items met program requirements. Assisted in formal bid writing and evaluation process for food distributors, milk, and delivered pizza.
- Implemented and maintained nutrition and food service software program. Developed manual material for software and other operational procedures.
- Trained over three hundred employees on meal pattern requirements, food allergies, recipe standardization, production records, forecasting, customer service and recipes.
- Organized community wellness events and taste testing events.
- Created and managed the Summer Food program mobile feeding units containing three buses and two trailers.
- Designed and organized student events including Farm to School Week and Play with Your Fruits and Vegetables Days
- Developed relationships with community partners like Tropicana, PepsiCo's Food for Good, Pack-A-Sack, Meals on Wheels Manatee, and Whole Child Manatee.
- Participated in groups involved in the wellness of students, employees, and the community.
- Developed new recipes to increase participation and meet USDA standards.
- Administered the Fresh Fruit and Vegetable program in sixteen elementary schools.
- Supervised two employees directly within the department.
- Oversaw the application for grants and administrated grants from the Dairy Council, Florida Agriculture in the Classroom, Gen Youth, and No Kid Hungry.

Education

- University of Delaware Dietetic Internship Program, May 2009
  University of Delaware – Newark, DE
- Bachelor of Science in Food Science and Human Nutrition, May 2007
  Major – Dietetics
  Bachelor of Science in Human Health and Performance, May 2007
  Major – Exercise Physiology
  Minor – Business Administration
  Graduate Cum Laude
  University of Florida – Gainesville, FL

Monica Ostberg, MS, RD

Experience

Nutrition Specialist March 2020 - Present
Manatee County School District, Food and Nutrition Services

- Assist with creation of menus, production records that meet USDA standards.
- Maintain nutritional database of all products used in the Food and Nutrition Services (FNS) Program.
- Communicate with Department and managers regarding menued products that are not available and find appropriate substitutions.
- Communicate with vendor regarding school needs and re-deliveries.
- Assist Department with minimizing cost through end of month inventory reviews, inventory allocation and distribution, and produce price evaluation.
- Evaluate produce prices throughout the school year to ensure acceptable cost, availability, and quality.
- Work with parents and students with special dietary needs.
- Train employees on Meal Component, Allergy and Wellness.
- Assist Spanish-speaking parents and families with questions, concerns, and meal benefit applications.
- Assist with school accountability reviews.

Food Nutrition and Wellness Program Specialist III
Florida Department of Agriculture- Tallahassee, FL- December 2015- February 2020

- Provide technical assistance within the framework of the child nutrition programs, including USDA Recognition Programs (i.e. HUSSC, Best Practices), wellness policies, and nutrition education.
- Analyze and evaluate menus submitted by school food authorities (SFA) to ensure they are compliant with meal patterns.
- Promote and conduct outreach to school food authorities concerning the Healthier U.S. School Challenge (HUSSC). Reviews and processes HUSSC applications. Provides technical assistance to schools.
- Ensure that school food authorities are knowledgeable of and comply with the federal wellness policy rules. Assist SFAs in the development and implementation of local school wellness policies and Healthy School Teams.
- Assist with Administrative Reviews to confirm sponsor compliance in Child Nutrition Program Nutrition Standards.
- Review and approve new and existing sponsor's menus and Wellness Policies.

Education

Masters in Clinical Nutrition
Florida State University - Tallahassee, FL
May 2014

Bachelor of Science in Exercise Science
Florida State University - Tallahassee, FL
May 2009

Appendix B: Optional Priority Group Declaration Checklist (Bonus Points)

If your project reaches one or more priority groups and you would like to be considered for bonus priority points, please fill out this checklist and include it with your application submission. **Applicants that do not submit the completed checklist with their application will not receive bonus points.** Applicants should include the Priority Declaration Checklist as its own page or as a separate attachment to ensure full credit.

An applicant reaching any of the racial equity priorities is eligible for seven bonus points. More than one racial equity priority may apply to the applicant's project, and applicants are encouraged to check multiple, but only seven bonus points will be awarded regardless of how many racial equity priorities are selected. Applicants will receive one priority point for each organization type priority their project satisfies. The maximum number of bonus priority points awarded shall not exceed ten (10) points.

If USDA is unable to verify that an applicant is eligible for any priority groups claimed below, the applicant may not be permitted to qualify for priority consideration. Please see Section 1.7 of the FY 2024 RFA for more details.

Please check all the priority group(s) that your project will serve and for which you would like to identify for priority consideration:

Racial Equity priorities (seven points):

- ☐ Applicant is an ITO, or an entity led and/or staffed by American Indians and Alaska Natives and serving American Indian and Alaska Native communities.
- ☐ Applicant is an organization led and/or staffed by Black/African Americans and serving Black/African American communities.
- ☐ Applicant is an organization led and/or staffed by people of color and serving communities of color (defined as Black/African American, American Indian, Alaskan Native, Hispanic/Latino, Asian, and/or Pacific Islander).

Organization Type priorities (one point each, three points maximum):

- ☑ At least 40 percent of children served are eligible for free or reduced price meals.
- ☐ Applicant is a small- to medium-sized agricultural producer or group of small- to medium-sized agricultural producers.
- ☐ Project is located in and serving eligible CNP sites in a rural area.

SCHOOL DISTRICT OF MANATEE COUNTY

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

Dr. Jason Wysong
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

January 9, 2024

Attention: Gregory Walton, Grants Officer
Grants and Fiscal Policy Division
U.S. Department of Agriculture, FNS
3101 Park Center Drive, Room 732
Alexandra, VA 22302

To Gregory Walton, Chief, Grants Management Operations Branch:

This letter serves to inform you of our intent to submit a farm to school edible garden grant application. We will be submitting as an eligible school district. The School District of Manatee County commits to providing $8960 in matching funds for the School District of Manatee County Food and Nutrition Department in their project, Manatee County Farm to School Garden Program under the Turnkey – Edible Gardn Activities track.
The $8960 matching funds will be provided during the project's period of performance. This amount will be distributed as free facility rent for the school garden areas. This amount was derived by using a $14 a day for greenhouse space times 20 days a month for 7 months and $10 a day for outside garden space times 20 days a month for 7 months for 5 gardens. This donated facility rent will cover water, electricity, and trash that is added due to the garden.

Should there be any questions regarding this letter, please contact me at wysongj@manateeschools.net

Sincerely,

Jason Wysong (Jan 11, 2024 08:40 EST)

Dr. Jason Wysong
Superintendent, School District of Manatee

CC: Regina Thoma, Food Service Director

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

Hydro-Stacker LLC

December 12, 2023

Hydro-Stacker LLC
PO Box 190
Parrish, Fl 34219

To Gregory Walton, Chief, Grants Management Operations Branch:

The Hydro-Stacker commits to providing $1775 in matching funds for the School District of Manatee County in their project, Farm to School Garden Program under the Turnkey – Edible Gardn Activities track.

The $1775 matching funds will be provided during the project's period of performance. This amount will be distributed as Hydro-Stacker parts and supplies as well as in expert on site assistance in establishing and maintain the Hydro-Stackers at the school gardens. This amount was derived by using a 5% discount on merchandise and 45 hours of technical assistance at $35/hour. A bulk of the technical assistance will be provided during the start of the project followed by assistance as monthly and as needed.

Should there be any questions regarding this letter, please contact us at (941)322-9602 or at hydroman@hydrostacker.com

Sincerely,

Chester C. Bullock PHFI
Chester Bullock
Owner, Hydro-Stacker

Dry Prairie Farms, LLC
dba The EarthBox Garden Center
1023 36th Ave E
Ellenton, FL 34219
941-723-2911 office
www.earthboxstore.com

December 12, 2023

EarthBox Garden Center
1023 36th Ave E
Ellenton, FL 34222

To Gregory Walton, Chief, Grants Management Operations Branch:

The EarthBox Garden Center commits to providing $2015 in matching funds for the School District of Manatee County in their project, Farm to School Garden Program under the Turnkey – Edible Gardn Activities track.

The $2015 matching funds will be provided during the project's period of performance. This amount will be distributed as Earthboxes and supplies as well as in expert on site assistance in establishing and maintain the Earthbox at the school gardens. This amount was derived by using a 5% discount on merchandise, cost of donated plants/seeds, and 49 hours of technical assistance at $35/hour. The bulk of the technical assistance will be provided during the start of the project followed by assistance as monthly and as needed.

Should there be any questions regarding this letter, please contact us at 941-723-2911.

Sincerely,

William L Carlton, Owner/ Operator
941-723-2911 office
941-737-5472 cell

AGENDA ITEM NO. 12.9

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Use the State of Florida Department of Management Services/NASPO Value Point Contact No. 43210000-23-NASPO-ACS, SDMC No. 24-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $4,000,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District will utilize this contract to purchase computers, peripherals, and services from authorized resellers/fulfillment subcontractors per the State of Florida Department of Management Services/NASPO Value Point agreement. The Information Technology budget accounts for a majority of the expenditures, however additional expenditures may be budgeted through school, special programs, grants, and other funds as needed.

The contract is valid through June 30, 2025, with renewals through June 30, 2028, and additional renewals and extensions, as executed by the State of Florida Department of Management Services/NASPO Value Point.

Historical Expenditures are as follows:

- YTD 2023-2024 $3,686,085.25
- 2022-2023 $3,242,023.69
- 2021-2022 $2,980,988.26

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Administrative Code Rule 6A-1.012(6). In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified price from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

Florida Administrative Code Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.” The foregoing rule contains a scrivener's error as the relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

School Board Policy 6320 states," Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State-term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State-term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service

Administrative Company."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to use the State of Florida Department of Management Services/NASPO Value Point Contact No. 43210000-23-NASPO-ACS, SDMC No. 24-0097-KD, continued procurement for products and services, estimated in the amount of $4,000,000.00 annually (multiple funding sources).

Financial Impact
The funding source for this annually estimated expenditure is Capital, General, Referendum, Grants, and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Information Technology
Initiated By: Scott Hansen

Attachments:
24-0097-KD Participating Agreement HP Inc.
HP Response Florida Subcontractor Dealer Reseller Information Form

You are receiving this document because you have a role as a reviewer or signer in the execution process of the contract.

ROLES AND EXPECTATIONS

PROCESS PARTICIPANT	ROLE	EXPECTATION
Vendor (Contractor)	Signer	By signing, Vendor obligates himself/his company to the terms of the agreement.
Principal	Signer	For contracts initiated by the school, Principal signature is one of several signers that obligates the school site to the terms of the agreement.
Department Head	Reviewer	For contracts initiated by a department, the department head reviews for scope, term, deliverables, location of services, chart string.
Director, Purchasing	Signer/Reviewer	Review configuration of signature blocks, grammar, blank spaces, term, termination, renewal, payment terms, parties involved.
Chief Operations Officer	Reviewer	Review for awareness on contracts initiated by a department under the purview of the COO; by signing the routing sheet, confirms the contract is necessary and appropriate.
Chief Technology Officer	Reviewer	Review for awareness on any contract with a technology component (hardware or software) ; by signing the routing sheet, confirms the contract is necessary and appropriate.
Director, Budget	Reviewer	Review the specified chart string to ensure funds are available to meet the District's financial obligation of the contract.
Director, Finance	Reviewer	Review for awareness-especially lease agreements
General Counsel-Legal	Signer	By signing, approves to form only. These are contract forms approved by Legal on 11.9.2023.
Deputy Business Services	Reviewer	Review for awareness
Executive Director, Elementary, Middle, High School	Reviewer	Review for awareness on contract initiated by a school under the purview of the ED.
Deputy Superintendent (Operations or Curriculum)	Signer	For contracts under $25,000.00 Deputy signature obligates the District to the terms of the agreement; for contracts over $24,999.99, by signing, the Deputy confirms the contract is necessary and appropriate.
Board	Signer	For contracts $50,000.00 and over, Board signature obligates the District to the terms of the agreement as approved by the entire Board.
Superintendent	Signer	For contracts under $50,000.00 Superintendent signature obligates the District to the terms of the agreement; for contracts over $49,999.99, by signing, the Superintendent confirms the contract is necessary and appropriate.

CONTRACT FORM APPROVED BY LEGAL ON 11.9.2023

CONTRACT FORM REVISED BY LEGAL ON 12.14.23

Contract Description	COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES ALTERNATE CONTRACT SOURCE					
Contract Originator	SCOTT HANSEN					
Date Initiated:	12/19/2023					
Contract Start:	1/16/2024	Contract End:	COTERMIOUS WITH ST OF FL DPT OF MANAGEMENT SERVICES - NASPO VAULE POINT			
Board Meeting:	1/16/2024	Not to Exceed:	EST $4,000,000.00 - PEAK 2024-72			
Vendor Name	HP, INC.					
Vendor Email						
Vendor coming on Campus? IF YES, WILL NEED TO FILL THE JLA FORM	NO					
Chart String: GL Unit	SDMC1	Fund	10101	Function	82010	
Object	451001	Cost Center	VARIOUS	Program	34037	

Approver/Signer	Comments	Digital Signature
Principal or Dept Head		
Grants Manager		
Director, Purchasing		vnm Ruth Gruett (Dec 20, 2023 09:46 EST)
Chief Operations Officer		
Chief Technology Office		
Director, Budget		
Director, Finance		
General Counsel-Legal		Pamela D'Agostino
Deputy Superintendent - Business and Finance - Chief Financial Office		
Executive Director, High School, Elementary and/or Middle Schools		
Deputy Superintendent		
Board		Sign on Contract
Superintendent		Sign on Contract

PLEASE FILL APPLICABLE HIGHLIGHTED SPACES, AND FORWARD TO CONTRACTS@MANATEESCHOOLS.NET FOR ROUTING.

10/11/2023

ADDITIONAL COMMENTS:

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 24-0097-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County, Florida, (District) and HP, Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **State of Florida Department of Management Services/NASPO Value Point** competitively procured and awarded **Computer Equipment, Peripherals and Related Services Alternate Contract Source No. 43210000-23-NASPO-ACS** and is hereto as Exhibit A, ("Solicitation"). A contract was executed on October 24, 2023 between the parties and is hereto as Exhibit B, ("Authorized Contract").

2. **PURPOSE AND SCOPE**

The purpose of the Participating Agreement is to procure computer equipment, peripherals, and related services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on January 16, 2024 or the date on which the Participating Agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by the State of Florida Department of Management Services/NASPO Value Point, or in accordance with the terms set forth herein.

3.2 **RENEWAL:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The following exhibits are attached, incorporated, and made a part of this Participating Agreement:

Exhibit A, Solicitation
Exhibit B, Authorized Contract
Exhibit C, NASPO Value Point Tabulation
Exhibit D, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit E, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In the event of a conflict between the terms and conditions provided in the body of this Participating Agreement and any exhibit, the parties hereby agree that the order of precedence shall be as follows: The School District of Manatee County Participating Agreement 24-0097-KD, State of Florida

Department of Management Services/NASPO authorized contract, the Solicitation, including all Addenda, and Contractor's response to the Solicitation.

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT:** Notwithstanding any provision herein to the contrary, in the event of a conflict between terms in Exhibit B and the terms in this section 5, the terms of this section 5 shall govern.

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

5.2 **THIRD PARTY BENEFICIARIES:** The parties to this Participating Agreement do not intend that this Participating Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Participating Agreement.

5.3 **GOVERNING LAW:** This Participating Agreement will be governed, construed, and enforced in accordance with federal laws and the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Participating Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Participating Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida.

5.4 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Participating Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Participating Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not knowingly employ, contract with, or otherwise use the services of any officer or employee of District. However, HP is a publicly traded company with thousands of shareholders of record, some of whom may be District employees or their family members, and may therefore have pecuniary interest in or benefit indirectly from District's purchases from HP. With over 50,000 employees, HP is unable to determine if any of its employees, officers or members of the Board of Directors that have been previously employed by Customer. Based on reasonable commercial knowledge and conditioned upon the foregoing, Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

5.5 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.6 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

5.7 **CONTACT WITH STUDENTS:** Unless otherwise specified, the Contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this Participating Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in the issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Participating Agreement.

5.8 **STANDARDS OF CONDUCT:** HP employees will abide by HP's Standards of Business policies. Such Integrity at HP policies can be found at: HP Standards of Business Conduct (note: external site).

5.9 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Participating Agreement, Contractor acknowledges that the portion of its books and records related to this Participating Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Participating Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Participating Agreement term and following completion of the Participating Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Participating Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Participating Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Participating Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

5.10 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

5.11 **INSURANCE:** Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Participating Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Participating Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Participating Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Participating Agreement for any period of time concurrent with any lapse in coverage.

5.12 **ENTIRE AGREEMENT:** This Participating Agreement and its Exhibits A-E, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Participating Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Participating Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

5.13 **BINDING EFFECT:** This Participating Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5.14 **AUTHORITY TO EXECUTE:** The individual executing this Participating Agreement on behalf of the Contractor is duly and fully authorized to execute this Participating Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Participating Agreement.

5.15 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.16 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Participating Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Participating Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott

Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Participating Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Participating Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor.

5.17 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	HP, Inc. Chief Legal Officer 1501 Page Mill Road, Palo Alto, CA 94304
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

5.18 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, and District notifies Contractor of such expenditure. Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

5.19 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District and the District notifies Contractor of such expenditure, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.20 **OTHER PROVISIONS:**

5.20.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by the District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the

Participating Agreement. "Firearm" has the meaning given in Subsection 790.001 Florida Statutes

5.20.2 *CRIMINAL ACTS*: Employment and performing work relative to the Participating Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Participating Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Participating Agreement and District property. District shall have the right to terminate this Participating Agreement if the Contractor does not comply with this provision.

5.20.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES*: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Participating Agreement by the Contractor.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Participating Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME HP Inc.	ADDRESS 10300 Energy Drive Spring, TX 77389
PHONE 847-537-0344	EMAIL Debra.lee@HP.com
TYPE OR PRINT NAME Debra Lee	TITLE Public Sector Contract Mgmt Director
THE SCHOOL DISTRICT OF MANATEE COUNTY	ADDRESS: 215 MANATEE AVE. WEST, BRADENTON, FL 34205
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

D Kaiser			
Contractor HP Inc.	Date 12/19/23	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	12/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

SOLICITATION ADDENDUM

Addendum No.:	05	Date of Addendum:	March 5, 2021
Due Date, Time:	March 18, 2021, 3:00 PM, CT	Revised Date, Time:	
Master Agreement Administrator	Andy Doran	Agency:	Department of Administration Office of State Procurement
Web Registration No.:	29720		

Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 05 is to:

1. Revise Section 4, Paragraph 4 of the RFP as follows (deleted language is ~~struck~~, added language is underlined):

   Minnesota IT Services (MNIT) Minimum Acceptable Standards. Attached to the RFP as Attachments J and K in Section 6 are the MNIT Minimum Acceptable Standards for Bands 1, 2, and 3.

   When brand name or manufacturer's name or numbers are stated in the MNIT Minimum Acceptable Standards, they are intended to establish a standard only and are not restrictive unless the Attachment states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to Lead State approval.

   If any proposed alternates are deemed unacceptable by the Lead State, the Lead State will contact the responder(s) that have deficient alternates, explaining the deficiency, and provide the responder(s) with one opportunity to propose a new, acceptable alternate within a set number of business days. All responders with deficient alternates will be given the same number of business days to attempt to provide an acceptable alternate. Responders unable to propose an acceptable alternate through this ~~one-time~~ process ~~will~~ may be excluded from the Standard in which they are deficient. The Lead State reserves the right to conduct this process additional times at its discretion.

   The Lead State reserves the right to request product specification documentation to verify compliance.

2. Revise the instructions for completing Section 6, Attachments J and K as follows (added language is underlined):

   J. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BANDS 1 AND 2

   Instructions for completing Attachment J, MNIT Minimum Acceptable Standards for Bands 1 and 2:

A responder should review Attachment J and complete all shaded fields with the requested information. If a specification indicates that a responder may propose an alternative or comparable, a responder proposing an alternative or comparable should provide the specification details about the proposed alternative or comparable.

Attachment J has three worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate "N/A" in the shaded field requiring the responder to provide a SKU.

A responder should complete a separate copy of Attachment J for each Band proposed.

K. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BAND 3

Instructions for completing Attachment K, MNIT Minimum Acceptable Standards for Band 3:

A responder should review Attachment K and complete all shaded fields with the requested information. If a specification indicates that a responder may propose an alternative or comparable, a responder proposing an alternative or comparable should provide the specification details about the proposed alternative or comparable.

Attachment K has two worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate "N/A" in the shaded field requiring the responder to provide a SKU.

3. Revise the following documents attached to the RFP to add "Semi-Ruggedized Notebook" to the MNIT Standards Tab of Section 6, Attachment H for Bands 1 and 2:

   a. Section 6, Attachment H for Band 1, and
   b. Section 6, Attachment H for Band 2.

Attachments:

- Section 6, Attachment H for Band 1 – Addendum 05
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band1_Addendum5.xlsx
- Section 6, Attachment H for Band 2 – Addendum 05
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band2_Addendum5.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME:_____ SIGNATURE:_____

DATE: _____ PRINTED NAME:_____

TITLE: _____

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St. Paul, MN 55155
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DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

SOLICITATION ADDENDUM

Addendum No.:	04	Date of Addendum:	February 19, 2021
Due Date, Time:	February 26, 2021, 3:00 PM, CT	Revised Date, Time:	March 18, 2021, 3:00 PM, CT
Master Agreement Administrator	Andy Doran	Agency:	Department of Administration Office of State Procurement
Web Registration No.:	29720		

Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 04 is to:

1. Revise the Due Date and Time to be March 18, 2021, 3:00 PM CT.

2. Respond to the remainder of questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. The Lead State believes that is has answered all questions submitted to the date of this Addendum.

3. Revise the Solicitation document. Revisions to the document are as follows:

Section	Revision
	Update the due date
1.A	Replace “Reseller(s)” with “Contractor(s)”
1.D	Add Rhode Island to the list of State’s that provided a Notice of Intent to Participate
2.B.1.e	Replace “Reseller’s” with “Contractor’s”
2.B.2.z	Update definition of Participating Entity
2.B.2.aa	Update definition of Participating State
2.B.10	Correct sentence to read (added language is in red): The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract
2.B.20	Replaced “Contract Vendor” with “Contractor”
2.B.20.d	Revision of paragraph to make a typographical correction to replace “Master agreement” with “Master Agreement,” replace “Contract Vendor” with “Contractor,” and update language.
3.B.7	Typographical correction to remove an extra period mark
3.D.4	Updated language to Partner Utilization requirements
3.D.5	New provision
Checklist	Remove reference to a Contract Savings Report
Checklist	Update instructions for completing a VPAT
6	Update list of attachments to correct internal references
6.B	Remove reference to a Contract Savings Report

4. Revise the following documents attached to the solicitation:

    a. Section 6, Attachment H for Band 1, Band 2, and Band 3;
    b. Section 6, Attachment J for Bands 1 and 2; and
    c. Section 6, Attachment K for Band 3.

Attachments:

- Addendum 04 Questions and Answers
  http://www.mmd.admin.state.mn.us/xls/29720Addendum4.QandA.xlsx

- 2020 NVP MN Computer Equipment RFP – Addendum 04
  http://www.mmd.admin.state.mn.us/pdf/29720.pdf

- Section 6, Attachment H for Band 1 – Addendum 04
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band1PriceWorkbook.xlsx

- Section 6, Attachment H for Band 2 – Addendum 04
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band2PriceWorkbook.xlsx

- Section 6, Attachment H for Band 3 – Addendum 04
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band3PriceWorkbook.xlsx

- Section 6, Attachment J for Bands 1 and 2 – Addendum 04
  http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentJ_MNITMinimumAcceptableStandardsBands1&2.xlsx

- Section 6, Attachment K for Band 3 – Addendum 04
- http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentK_MNITMinimumAcceptableStandardsBand3.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: _____ SIGNATURE: _____

DATE: _____ PRINTED NAME: _____

TITLE:_____

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DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

SOLICITATION ADDENDUM

Addendum No.:	03	Date of Addendum:	January 22, 2021
Due Date, Time:	January 31, 2021, 3:00 PM, CT	Revised Date, Time:	February 26, 2021, 3:00 PM, CT
Master Agreement Administrator	Andy Doran	Agency:	Department of Administration Office of State Procurement
Web Registration No.:	29720		

Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 03 is to:

1. Revise the Due Date and Time to be February 26, 2021, 3:00 PM CT; and

2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.

Attachment: Addendum 03 Questions and Answers
http://www.mmd.admin.state.mn.us/xls/29720Addendum3.QandA.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: _____ SIGNATURE: _____

DATE: _____ PRINTED NAME: _____

TITLE:_____

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DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

SOLICITATION ADDENDUM

Addendum No.:	02	Date of Addendum:	December 17, 2020
Due Date, Time:	January 11, 2021, 3:00 PM, CT	Revised Date, Time:	January 31, 2021, 3:00 PM, CT
Master Agreement Administrator	Andy Doran	Agency:	Department of Administration Office of State Procurement
Web Registration No.:	29720		

Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 02 is to:

1. Revise the Due Date and Time to be January 31, 2021, 3:00 PM CT; and

2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.

Attachment: Addendum 02 Questions and Answers
http://www.mmd.admin.state.mn.us/xls/29720Addendum2.QandA.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: _____ SIGNATURE: _____

DATE: _____ PRINTED NAME: _____

TITLE:_____

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112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
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DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

SOLICITATION ADDENDUM

Addendum No.:	1	Date of Addendum:	December 10, 2020
Due Date, Time:	January 11, 2021	Revised Date, Time:	
Master Agreement Administrator	Andy Doran	Agency:	Department of Administration Office of State Procurement
Web Registration No.:	29720		

Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 1 is to:

1. Provide access to the optional Pre-Proposal Webinar held on November 20, 2020, and a list of the attendees at the webinar. The list of people who registered for the Webinar, the Microsoft Teams attendee list, and the recording of the Pre-Proposal Webinar are all attached to this Addendum; and

2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.

Attachments:
Pre-Proposal Webinar Registration List and Attendee List:
http://www.mmd.admin.state.mn.us/pdf/29720Pre-ProposalMeetingRegistration&Attendance.pdf

Pre-Proposal Recording:
http://www.mmd.admin.state.mn.us/videos/PreProposalWebinarRecording.mp4
For best results, use Internet Explorer or Firefox (may not launch in Edge or Chrome)

Questions and Answers:
http://www.mmd.admin.state.mn.us/pdf/29720Addendum1.Q&A.pdf

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: _____ SIGNATURE: _____

DATE: _____ PRINTED NAME: _____

TITLE:_____

The State of Minnesota





REQUEST FOR PROPOSAL

MINNESOTA NASPO VALUEPOINT

Master Agreement for:
Computer Equipment

(Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

COMPUTER EQUIPMENT:
(DESKTOPS, LAPTOPS, TABLETS,
SERVERS, STORAGE,
INCLUDING RELATED PERIPHERALS & SERVICES)

~~**ORIGINAL DUE DATE: JANUARY 11, 2021**~~

~~**REVISED DUE DATE (ADDENDUM 02): JANUARY 31, 2021**~~

~~**REVISED DUE DATE (ADDENDUM 03): FEBRUARY 26, 2021**~~

REVISED DUE DATE (ADDENDUM 04): MARCH 18, 2021

TIME: 3:00 P.M., CENTRAL TIME

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SECTION 1: SCOPE OF WORK

A. INTRODUCTION

The State of Minnesota, Department of Administration, Office of State Procurement is requesting proposals on behalf of the State of Minnesota and NASPO ValuePoint. The purpose of this Request for Proposal ("RFP") is to establish Minnesota-led NASPO ValuePoint Master Agreement(s) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including related Peripherals & Services).

This RFP and any resulting contract are for qualified manufacturers only – responders that cannot provide verification that they are a manufacturer will not be considered. Manufacturers that do not sell products directly may receive a Contract Award, but they must clearly specify their relationship with sales partners as directed in the RFP.

This RFP describes a relationship to be established between the Lead State and a responder and also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. Detailed Contract obligations and measures of performance may be further defined in the final negotiated Contracts. The RFP shall not be construed to limit the Lead State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder.

Sealed responses must be received in the office of the Director of the Office of State Procurement and time-stamped no later than the date and time specified, at which time the names of the contractors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this RFP.

For the purpose of this RFP, there are three product Bands identified below which may be awarded. Responders must only respond to Bands in which they manufacture the defined product. "Re-branding" a product that is manufactured by another company does not meet this requirement. The State of Minnesota ("Lead State") intends to establish multiple awards per Band. The Lead State reserves the right to eliminate any Bands from the final award.

Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets
Band 3: Servers and Storage

The Master Agreement(s) resulting from this RFP will replace the current Minnesota WSCA/NASPO Computer Equipment Contracts awarded in 2015. Information on these contracts is available at: http://www.mmd.admin.state.mn.us/wsca/wsca.htm.

All authorized governmental entities in any State or participating US Territory are welcome to use the resulting Master Agreements through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreements, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Subject to the approval of the awarded Contractor(s), Canadian provincial governments and provincially funded entities may use the resulting Master Agreement, as set forth in Section 2.B.5.a.

This RFP will result in a Master Agreement. The Master Agreement contract terms will begin on the date of contract execution, to 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties. Participating States will have the option to participate and further refine their Terms and Conditions through a Participating Addendum.

B. OBJECTIVE

The objectives of this RFP are to:

- Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions
- Reduce contracting costs for each Participating Entity through a cooperative competitive procurement process
- Obtain better contract terms for states through centralized negotiation on behalf of multiple states and their political subdivisions
- Obtain competitive pricing for specific standard configurations through a Premium Saving Package (PSP) program. Participation in PSP is not required, but is encouraged.

Proposers will provide an initial minimum discount for a quantity of one unit, plus minimum discounts based on volume purchasing tiers. Proposers are to base discounts on the collective volume of potential purchases by the numerous state and local government entities. The objective of the procurement is to consolidate spend for participating entities to receive highly competitive pricing at the quantity one unit. Further bulk/quantity savings are obtained when additional quantities are requested. Participating States and political subdivisions are encouraged to continually obtain competitive quotes from multiple manufacturers for further quantity discounts among the awarded contractors to obtain the lowest price.

The awarded contractors should realize significant savings by managing a single comprehensive Master Agreement establishing common terms, conditions, pricing and administrative structure.

After award of a Master Agreement, Contractors may provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States and other Participating Entities. The Contractors will be responsible to market these offers. These promotions may be included in the PSP.

C. NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

The total spend in calendar year 2019 from Participating Entities in 45 states was approximately $2,347,190,605. It is estimated that approximately $1,595,000,000 of this spend will be Band 1 or Band 2 under this RFP, $359,000,000 will be Band 3 under this RFP, and the remaining spend will be peripherals and accessories that cannot definitively be placed in Band 1, 2, or 3.

D. PARTICIPATING STATES

In addition to the Lead State conducting this RFP, the Participating States listed below have requested to be named in this RFP as potential users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement.

Some states may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided in Section 6 of this RFP as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other Participating Entity's terms and conditions. The Participating States will negotiate these terms and conditions directly with the contractor.

Individual Participating Addendums may use the contractor's minimum discount percentage off and offered catalog as a base and may elect to negotiate an adjusted (i.e., greater) minimum discount.

Intent to Participate Notices have been received to date from the following states:

Alaska	Louisiana	South Carolina
Arizona	Maine	South Dakota
California	Maryland	Tennessee
Colorado	Minnesota	Utah
Connecticut	Montana	Vermont
Delaware	Nevada	Washington
Florida	New Jersey	Wisconsin
Hawaii	New Mexico	Wyoming
Idaho	North Dakota	Rhode Island
Iowa	Ohio	

E. PRODUCT BANDS

This RFP is divided into three (3) hardware product Bands. Each Band includes related peripherals and services. All products and services offered within each Band are subject to the restrictions provided in Product Restrictions, Section 1.G. Due to the continuous evolution of technology Bands will be flexible and may be redefined during the course of the contract.

Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets. Desktop, laptop, and tablet are all defined in Section 2.B.2, "Definitions". Only products utilizing Windows operating systems for these devices are allowed. Zero clients, thin clients, all-in-ones, workstations, notebooks, and mobile thin clients are included in this Band. Ruggedized equipment may also be included in the Product and Service schedule for this Band. Responders do not need to manufacture all three types of devices to be considered for an award.

Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets. Desktop, laptop, and tablet are all defined in Section 2.B.2, "Definitions". Only products utilizing operating systems that are not Windows operating systems for these devices are allowed. Zero clients, thin clients, all-in-ones, workstations, notebooks, and mobile thin clients are included in this Band. Ruggedized equipment may also be included in the Product and Service schedule for this Band. Responders do not need to manufacture all three types of devices to be considered for an award.

Band 3: Servers and Storage. A server is a physical or virtual computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Storage is hardware or a virtual appliance with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. All operating systems for these devices are allowed. Ruggedized equipment may also be included in the Product and Service Schedule for this band. Responders do not need to manufacture both types of devices to be considered for an award.

Examples of peripherals/accessories/options include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as hard-wired routers and switches. Peripherals may be purchased by themselves. A responder offering only peripherals in any Band, however, will not be considered for an award in that Band. Software is an option which must be related to the purchase of equipment and subject to configuration limits per the terms of Section 1.G.a.

F. CONFIGURATION LIMITS

Proposed product configurations provided by Contractor under the terms of the Master Agreement may not exceed the dollar amounts set forth below ("Configuration Limits"). Participating Entities may define alternative configuration limits in their Participating Addendum ("Entity Configuration Limits").

The Participating Entity's Chief Procurement Official may increase or decrease Entity Configuration Limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000). Each configuration includes the combined total of hardware and software components that make up the total functioning system (e.g., a purchase of a laptop in Band 1 with a hardware cost of $12,000 per unit and software at a cost of $5,000 per unit would exceed the $15,000 per configuration limit, and not be allowed).

ITEM	CONFIGURATION LIMIT
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

G. PRODUCT RESTRICTIONS

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Any software purchased must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except as set forth in Section 1.G.a.4, below.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third Party Products

1. Third Party Products can be offered only in the Bands they have been awarded. All Third-Party Products must meet the definition(s) of the Band(s) in which they are being offered.
2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

A statement of acceptance of the Master Agreement Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language must be presented.

A. SOLICITATION TERMS, CONDITIONS, AND INSTRUCTIONS
B. NASPO VALUEPOINT TERMS AND CONDITIONS
C. MINNESOTA TERMS AND CONDITIONS
D. FORMS

A. SOLICITATION TERMS, CONDITIONS, AND INSTRUCTIONS

1. **Award.**
This RFP does not commit the Lead State to award any Master Agreement or to pay any costs incurred by a responder in responding.

The award of this RFP will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this RFP to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the Lead State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the RFP, or to re-issue the RFP, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The Commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the NASPO ValuePoint Management Board.

2. **Acceptance of Terms and Conditions.**
As identified in the Sample Master Agreement attached in Section 6.C of this RFP, portions of the RFP and the response of the successful responder will become Master Agreement contractual obligations if acquisition action ensues.

A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, must be included in the response. Any suggestions for alternate language must be presented with the response (see Section 6.B, Terms, Conditions, and Response Requirements Exception Form). Any response which fails to comply with this requirement may be disqualified as nonresponsive. The Lead State is under no obligation to accept wording changes submitted by a responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions of Section 2.A.

3. **Master Agreement Administrator.**
The Master Agreement Administrator designated by NASPO ValuePoint and the Lead State is Andy Doran. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Andy Doran
IT Acquisitions Supervisor
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: andy.doran@state.mn.us

4. **Schedule of Events.**
This paragraph provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

Date/Time	Event
November 4, 2020	Publish RFP
November 18, 2020, 3:00 PM CT	Registration Deadline for Pre-proposal Webinar (Section 2.A.6)
November 20, 2020, 1:00 PM CT	Optional Pre-Proposal Webinar (Section 2.A.6)
December 14, 2020	Questions Due (Sections 2.A.7 and Section 6.A)
January 11, 2021, 3:00 PM CT	**Proposal Due Date/Proposal Opening**

5. **Electronic Files to Download, Complete, and Return.**
Responders must download the entire RFP. The sections of the RFP will be in either Word, PDF, or Excel formats, depending on whether a response is required for that section. If you need assistance please contact the Lead State's HelpLine at (651) 201-8100, option 1.

6. **Pre-Proposal Webinar Meeting.**
A pre-proposal meeting will be held remotely via Microsoft Teams for all interested responders to review any concerns regarding this RFP. Attendance at this meeting is **NOT** MANDATORY, but is recommended. See the Schedule of Events for date and time (Section 2.A.4). Interested responders will register to attend the webinar by sending an email to the Master Agreement Administrator. The registration email should include the interested responder's name, and the name and email address of the person(s) attending the Pre-Proposal Webinar Meeting. The Master Agreement Administrator will send an invitation to the Pre-Proposal Webinar Meeting to all registered attendees by 10:00 AM CT on November 20, 2020.

7. **Questions and Inquiries.**
Questions or inquiries regarding this RFP must be submitted in writing to Master Agreement Administrator. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. If submitting a question be specific and cite the section, item, and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See Schedule of Events for date and time.

8. **Addenda to the RFP.**
Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

9. **Clarification.**
If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Master Agreement Administrator in writing, as specified in Section 2.A.3, of such error and request modification or clarification of the document. This notification is due no later than five business days prior to the proposal due date and time.

   Responders are cautioned that any activity or communication with a state employee or officer, or a member of the Evaluation Team, regarding this RFP's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this RFP, its content or process, must be directed to the Master Agreement Administrator listed in the RFP documents.

10. **Proposal Preparation.**
Responses are to be prepared and presented in the same sequential order as the questions are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements. Any materials submitted may be incorporated by reference in the final Master Agreement. Marketing materials will not be accepted as a response.

    A responder's response to the RFP must be returned to the Lead State, addressed to the Master Agreement Administrator, sealed in a mailing envelope or package with the responder's name and address clearly written on the outside. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C and all other applicable laws apply to this RFP.

    All costs incurred in responding to this RFP will be borne by the responder.

11. **Authorized Signature.**
The response must be in the legal name of the firm or business, and must be fully and properly executed and signed by an officer or other authorized representative who must state his/her title (see Section 6.B, Responder Declarations). The responder must provide proof of authority of the person signing the response upon request.

12. **Narrative Response.**
Responses to the Requirements of Sections 3.A-E should be provided in the order presented in the RFP, clearly marked and tabbed. A narrative response should describe how the responder will meet the requirement. For Sections without specific requirements or responses needed, a responder may add an acknowledgement that they read, understand, and comply with that Section. Forms that require a signature may be physically-signed and

scanned into PDF format or signed electronically via a signing software that includes verification capabilities such as DocuSign.

The responder must provide two digital copies of the Narrative Response. Each digital copy of the Narrative Response must be provided on its own flash drive, and each flash drive should be marked "Narrative Response."

Each digital copy of the Narrative Response should include:

- An electronic searchable PDF, and
- One editable Word document.

Include any signed addenda (if applicable) and all Solicitation Response Forms (see Section 6.B) with the Narrative Response. **Do not include the Cost Proposal or any cost-related information in the Narrative Response.**

13. **Cost Proposal.**
The responder must provide one complete digital copy of the Cost Proposal on a flash drive. The Cost Proposal must be submitted on a flash drive separate from the Narrative Response, and the drive should be marked "Cost Proposal." The digital copy of the Cost Proposal must include:

    - Responses to Section 4,
    - Baseline Price List,
    - Proposed Product and Services Schedule, and
    - Price Workbooks for all applicable Bands, including all tabs.

    The Cost Proposal should be submitted in the following formats:

    - Responses to Section 4 in either a searchable PDF or Word document, and
    - The Baseline Price List, Proposed Product and Services Schedule, and Price Workbooks should be submitted as unlocked Excel documents.

14. **Accessibility.**
Responders should complete, in an accessible format, the Web Content Accessibility Guidelines (WCAG) sections in a Voluntary Product Accessibility Template (VPAT®) for all websites proposed in response to the solicitation. Responders can use the VPAT form from the ITIC VPAT site (https://www.itic.org/policy/accessibility/vpat), and select the "WCAG" option. These documents will be scored according to the solicitation evaluation.

    Responders are encouraged to reference the "Vendor VPAT Guidance" in the "Products" tab on the Lead State's Accessible IT Procurement page (https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp) for information and instructions on completing the VPAT. Responders should also review the related guidance documents on the same site for solicitation reviewers to understand expectations. Responders are strongly encouraged to provide remarks and explanation that both support compliance and detail any deficiencies, as even if you claim "supports" unless there are remarks and explanations, you may score low.

15. **Trade Secret/Confidential Information.**

    a. Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

    b. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the data, and any and all costs connected with that defense.

    c. The Lead State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

    d. A responder may present and discuss trade secret information during an interview or demonstration with the Lead State, if applicable.

16. **Irrevocable Offer.**
In accordance with this RFP, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 calendar days following the submission deadline date

unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the contractor and the Lead State.

17. **Alterations.**
Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. The responder must provide proof of authorization upon request.

18. **Material Deviation.**
A responder will be presumed to be in agreement with the terms and conditions of this RFP unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language may not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

Responders are cautioned that by taking any exception they may be materially deviating from the request for proposal. If a responder materially deviates from the solicitation terms, conditions, and instructions, the NASPO ValuePoint terms and conditions, the Minnesota terms and conditions, or Response Requirements, its response may be rejected.

A material deviation is an exception to the RFP Solicitation, NASPO ValuePoint terms and conditions, Minnesota terms and conditions, or specifications that:

a. gives the responder taking the exception a competitive advantage over other responders; or,
b. gives the Lead State something significantly different from that which the Lead State requested.

19. **Nonresponsive Responses.**
Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

20. **Completion of Responses.**
A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

21. **Dispute Resolution Procedures.**
Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five business days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Office of State Procurement website, http://www.mmd.admin.state.mn.us/. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The Master Agreement Administrator, the Office of State Procurement (OSP) Acquisitions Manager, and the OSP Director. Responders wishing to take exception to the terms, conditions, or specifications outlined in this RFP must do so using the form provided in Section 6.A.

22. **Disposition of Responses.**
All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected contractor(s) are final. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:

a. clearly mark all trade secret materials in its response at the time the response is submitted;

b. include a statement with its response justifying the trade secret designation for each item; and

c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in

possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

23. **Public Information.**
Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may submit your request through the Lead State's online portal at http://www.mmd.admin.state.mn.us/process/admin/dataRequest.asp.

24. **Solicitation Governing Law and Venue.**
The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State for claims relating to the procurement, evaluation, award.

25. **Organizational Conflicts of Interest.**
The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Responder is unable or potentially unable to render impartial assistance or advice to the State;
b. the Responder's objectivity in performing the work is or might be otherwise impaired; or
c. the Responder has an unfair competitive advantage.

B. NASPO VALUEPOINT TERMS AND CONDITIONS

1. Conflict of Terms/Order of Precedence.

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;
3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of this RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. Definitions.

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this RFP, accessories are considered peripherals.

c. **_____ as a Service** (_aaS) refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Section 1.G.c.

d. **Band** means a category of products. There are three product bands which may be awarded through this RFP. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this RFP.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this RFP.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order** or **Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this RFP. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this RFP, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified in Section 1.G.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this RFP

mm. **Storage Area Network** (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this RFP.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network** (WAN) is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**
The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor

whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

   a. **Canadian Participation.** Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

   b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

   c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

   d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

   e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

   f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

   g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

   h. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or

nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**
The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**
Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**
The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**
The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**
An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

    All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Section 2.B.2. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;
2. The place and requested time of delivery;
3. A billing address;
4. The name, phone number, and address of the Purchasing Entity representative;
5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
6. A ceiling amount of the order for services being ordered;
7. The Master Agreement identifier; and
8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**
Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. Upon delivery, the Purchasing Entity shall have 30 days to inspect. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s)

which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

20. **Title of Product.**
Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

    a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase.

    b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.

    c. The Contractor grants the Purchasing Entity a perpetual, non-exclusive, royalty free the license in Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services, excluding software, that are purchased through this Master Agreement.

    d. Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contractor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**
The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

    Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision

"Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

    a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

    b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

    a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

    b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

        1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

        2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

    c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Purchasing Entity with a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Summary and Detailed Usage Reports.**
In addition to other reports that may be required by this RFP, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the RFP. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive, ftp site, or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data

reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section 6.G.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the RFP and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Section 2.B.42, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Section 2.B.42 or to terminate for default pursuant to Section 2.B.44.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and

agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**
Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. **General Indemnity.** Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. **Intellectual Property Indemnification.** Notwithstanding Section 2.B.34.a., the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to the aggregate annual value of all purchases made by the Purchasing Entity during the contract year the cause of action arose. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the

Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or

transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 2.B.33. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Section 2.B.44.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

   1. Nonperformance of contractual requirements; or
   2. A material breach of this Master Agreement; or
   3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or
   4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
   5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

   1. Exercise any remedy provided by law; and
   2. Terminate this Master Agreement and any related contracts or portions thereof; and
   3. Impose liquidated damages as provided in this Master Agreement; and
   4. Suspend Contractor from being able to respond to future bid solicitations; and
   5. Suspend Contractor's performance; and
   6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**
Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Andy Doran, IT Acquisitions Supervisor
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
andy.doran@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. MINNESOTA TERMS AND CONDITIONS

1. **Change Requests.**
The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outline in Section 2.C.2. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. **Creating the Product and Service Schedule (PSS).** Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. **Maintaining the PSS.**

1) In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2) Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

(a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

(b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

(c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

(d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

   Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. **Human Rights/Affirmative Action.**
The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

   a. Covered contracts and Contractors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contractor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contractor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contractor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time

employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**
Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**
Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

    a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

    b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

    c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

    d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

    These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**
Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

    The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

    When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502). See:
http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;
b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or
c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**
The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the

Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

SECTION 3: RESPONSE REQUIREMENTS

A Word version of the Section 3, Response Requirements is available at:
http://www.mmd.admin.state.mn.us/doc/Section3_ResponseRequirements.docx

A. Product Deployment

B. Ability to Perform

C. Environmental

D. Business Capabilities

E. Customer Support

A. RESPONSE REQUIREMENTS: PRODUCT DEPLOYMENT

This Section requires a Narrative Response. In the Narrative Response, Responder should clearly identify the applicable Section. The Narrative Response must fully describe and provide detail about how the proposal satisfies each requirement. The Lead State reserves the right to only evaluate information explicitly included in these forms in the evaluation of the Section to which it applies.

1. **Bands Offered.** Responder must indicate which Bands they are proposing products in:

   ☐ Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets

   ☐ Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets

   ☐ Band 3: Servers and Storage

2. **Product Deployment.** Responder must provide a high-level description of their proposed product's deployment in the following industries in the United States. The complete description should not exceed one page per industry, per Band.

   a. State and local government;

   b. K-12 Education;

   c. Higher Education; and

   d. Federal government.

B. RESPONSE REQUIREMENTS: ABILITY TO PERFORM

This Section requires a Narrative Response. In the Narrative Response, Responder should clearly identify the applicable Section. The Narrative Response must fully describe and provide detail about how the proposal satisfies each requirement. The Lead State reserves the right to only evaluate information explicitly included in these forms in the evaluation of the Section to which it applies.

Portions of this section, as negotiated, will become terms in the Master Agreement.

1. **Contractor Verification.** Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

   Responder must verify that it is a manufacturer of at least one product in each Band proposed. Responder must determine the best way to provide this verification, but are encouraged to be brief. The Lead State reserves the right to request additional verification as needed.

   Responders must provide a brief description of the products proposed for each Band that are manufactured by the Responder. This description should include the approximate number and type (desktop, laptop, accessory, etc.) of the offered products. This description should not exceed one page per Band.

2. **Company Capacity and Capabilities.** Responder must provide a high-level description of their company detailing how they will support this Master Agreement in no more than one page per section below:

   a. Facilities. Responder must indicate which facilities have been ISO 14001 certified.

   b. Manufacturing Process. Responder must describe, at a high level, their manufacturing process.

   c. Personnel. Responder must include documentation that indicates the number and type of sales, support personnel, or other resources that are employed to service purchase orders or equipment for non-federal governmental customers.

d. Organization. Responder must include a brief overview describing how the Master Agreement will be supported from senior management down to field technicians, including the use of any wholly owned subsidiaries or subcontractors.

e. Production Viability. The average sales per Contractor under the Contracts in calendar year 2019 was approximately $78,000,000. Briefly describe your company's capacity to meet this level of sales volume, including any previous publicly-available sales numbers and publicly-announced future plans. A responder without sufficient capacity should describe the extent of their current capacity and describe their plans of increasing that capacity over the life of the contract.

3. **Equipment and Services Overview.** Describe the ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. A list of potential services is below. Responder must provide a list and a brief description of the services offered under each Band. The lists and descriptions must be separated out by Band and must be two pages or less per Band. Not all services may be applicable to each Band.

   a. Warranty – Break Fix – Non-Warranty
   b. Standard non-customized training
   c. Installation/de-installation
   d. Support
   e. Migration
   f. Asset tagging
   g. Staging/deployment
   h. Image loading
   i. Image consulting
   j. System and server configuration
   k. Rack and stack configuration
   l. Maintenance
   m. Custom service solutions
   n. Asset management
   o. Recycling/disposal
   p. Training and certification
   q. Other services available as allowed in the RFP – provide list with your response

4. **Warranty and Maintenance.** The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

   a. Describe in detail how Responder will secure warranties for all products and services.

   b. Describe proposed warranty service and maintenance.

5. **Website.** Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

   Mandatory Requirements:

   - Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
   - Product and Service Schedule (PSS)
   - Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
   - Service options and service agreements available on the contract. Please refer to Section 1.G.b.
   - Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   - Sales representatives for participating entities

Desirable Requirements:

- Purchase order tracking
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

a. Describe the proposed website, including all mandatory and desirable capabilities being offered. Responses to this section should be no more than two pages. Screenshots that will help enhance the response are allowed, and do not count toward the page limit.

b. Describe your commitment to maintaining a website in adherence to the website requirements. Responses to this section should be no more than one page.

If Responder has an example URL of a current website to demonstrate their capabilities, that may be included in the response to this Section. If elements of the website require a secure log-in, Responder must provide listing of items that would require a secure sign-in option (e.g. reprinting of invoices, or purchase order tracking).

The WCAG requested in Section 6.B applies to Responder's website to be offered under the Master Agreement.

6. **Baseline Price List Verification.** Describe how the designated Baseline Price List(s) will be accessed and verified by potential end users, contract administrators, etc.

7. **Implementation Plan and Marketing Methodology.** In two pages or less, describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Marketing materials are subject to approval by NASPO ValuePoint, the Lead State, and any relevant Participating Entity. Responder is reminded that after a statewide Participating Addendum is in place, nearly every governmental entity, public school, and university within the state may use the Contractor's Master Agreement.

C. RESPONSE REQUIREMENTS: ENVIRONMENTAL

1. **Environmentally Preferable Purchasing Commitment.** Explain your commitment to environmentally preferable purchases specifically in the areas below.

   a. **End of life management.** Include detailed information regarding takeback, recycling and trade in programs available. Any available programs for cords and chargers should be included in this information. Responses should be no more than two pages.

   b. **Environmental solutions.** Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how your company is willing to work with the Lead State and the manufacturers to minimize impact on the environment. Specifically address the following areas in one page or less total:

   Materials – manufacturer declaration on reduction/elimination of hazardous materials (e.g., mercury and lead).

   Product – in general how does Responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of service and replacement parts for life extension, cost, and complication to upgrade.

Corporate – detail if Responder has in place programs for sale/procurement of refurbished/remanufactured products. Responder must agree that all refurbished products proposed through this Master Agreement will be clearly labeled as refurbished during the sales process.

c. **Environmental Certifications.** Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

Responder must describe in no more than one page how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list. It is preferable that Purchasing Entities be able to view certifications and registrations at the product level.

2. **EPEAT Registration.** Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

a. A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or

b. A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

Responder must describe how they meet these requirements in no more than one page, and include a list of all products that are in the process of being verified for EPEAT certification for which a. or b. below applies.

If Responder has products that are in the process of being verified for EPEAT certification, these products may be considered if Responder provides one of the following for each product in the process of being verified:

a. A letter from the GEC confirming that the verification process is underway. This letter must be on the GEC letterhead and be dated after January 1, 2020; or

b. The Responder's GEC contract, CAB contract, and a letter from their CAB stating that the relevant products have been registered with the CAB and that verification is underway.

3. **Total Cost of Ownership.** Describe in no more than one page any tools your company provides users to assist in evaluating the Total Cost of Ownership of products offered during the purchasing process (i.e., Contractor tools to assist buyers in identifying equipment that runs more efficiently or that utilizes fewer supplies, etc.).

4. **ENERGY STAR® Compliant Products.** Describe Responder's commitment to the ENERGY STAR Program in one page or less.

5. **TCO Certified.** Describe whether any of Responder's proposed products are TCO Certified and any other engagement with the TCO Development organization in one page or less.

6. **Environmental Improvement Program.** Describe in one page or less any product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: (1) reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); and (2) compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants. Contactor must provide this information for specific products to Participating Entities upon request.

D. RESPONSE REQUIREMENTS: BUSINESS CAPABILITIES

1. **Third-Party Products.** Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

   Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

   Responder should describe, in no more than two pages per Band, the type of Third-Party Products they intend to offer as a part of this Master Agreement and the benefit they provide to Participating Entities. If Responder is not offering third-party products, Responder is encouraged to describe why they are not offering third-party products.

2. **Auditing.** Responder must describe the following in no more than two pages total:

   - How Responder regularly self audits the Master Agreement to ensure compliance per Section 2.B.26.
   - How a Purchasing Entity will be able to self-audit to ensure quotes provided are at the discount off list price.
   - How often the web pricing and invoicing is audited to ensure contractual compliance.
   - Reporting mechanisms available such as Invoice Reports which will assist in Participating Entity's or NASPO ValuePoint's ability to audit the Master Agreement through vendor supplied reporting tools.
   - How Responder ensures that Purchasing Entities with multiple Participating Addenda with Responder are monitored to ensure purchases are correctly booked with the correct Master Agreement.

3. **Economic Development Programs.** Describe how your company, if awarded a contract, will further the Lead State's goal of fostering economic development and reducing economic disparities through diversity and inclusion. Points may be awarded to companies articulating strong policies supporting small, diverse, and veteran-owned businesses in areas such as hiring practices, supply chain management, subcontracting, etc. Detail your company's demographic breakdown and any other information pertinent to efforts in this area.

   Responses to this section should be no more than two pages.

4. **Partner Utilization.** If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. The Lead State must approve a Contractor's plan for partner utilization. Once a Contractor's plan is approved, Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum.

   If the Contractor has been approved to use partners, each Participating Entity represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

   If partners are proposed, Responder must describe:

   - The process to qualify partners and sales personnel to represent the product, including any certifications.
   - The business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services, or if partners will be used to accept orders and payments (with the agreement of the Participating Entity).
   - How partners are contractually bound to the Master Agreement terms and conditions.
   - How partner sales will be accurately tracked and reported.

- The remedy plan if the partner or sales personnel are not in compliance.

5. **2019 National Defense Authorization Act, Section 889(f)(3).** Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are not subject to this act, there is increasing concern for the security of state data. To allow potential purchasers to evaluate the risk of entering into a Participating Addendum, please answer the following questions:

   - Is the purchase of any product proposed under your response to this solicitation prohibited under law, regulation, or policy by the United State federal government, a US State or territory, or a local governmental entity? If so, you must identify the prohibition and provide an explanation.

   - Is Responder owned in part or whole by a foreign government or foreign government entity? If so, please provide a narrative explaining Responder's ownership.

   - Is Responder subject to Chinese law, including the China Internet Security Law, effective June 2017 (or later), as passed by the Chinese Communist Party, through the Standing Committee of the National People's Congress? If so, please provide a narrative explaining Responder's obligations under Chinese law.

   A responder is required to immediately report to the Lead State any changes in the responder's responses to the above questions during the solicitation process, and Contractors will be required to immediately report any such changes to the Lead State during the term of their Master Agreement. As a reminder, all responses to this solicitation are subject to Minnesota's False Claims Act and may be subject to others upon execution of Participating Addenda.

E. RESPONSE REQUIREMENTS: CUSTOMER SUPPORT

1. **Sales Support Training.** Detail how Responder will train sales staff to ensure they are well versed in the terms and conditions of the Master Agreement. Restrict your response to a half page.

2. **Primary Account Representative.** Responder must provide a Primary Account Representative to work with the Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from Master Agreement Administrator and Participating Entity.

   Identify the proposed account representative and briefly describe the duties of the account representative and their role in the sales cycle. Restrict your response to a half page.

NAME:	
TELEPHONE #:	
EMAIL ADDRESS:	

3. **Complaint Resolution.** Responder must describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process. Limit your response to one page.

SECTION 4: COST PROPOSAL

Responder's Cost Proposal must be submitted on a flash drive that is separate from its Narrative Response, and be clearly marked as the Cost Proposal.

By submitting a response to this RFP, Responder confirms it meets, understands, and will comply with the following mandatory requirements.

1. **Pricing.** The Master Agreement will be based on a minimum discount-off-list price structure (see Section 2.B.13). Orders, however, will be fixed-price or fixed-rate. Contractor or its authorized resellers may provide deeper or additional incremental discounts at their sole discretion. Pricing is based on a quantity of one. Contractor may offer additional bulk, quantity, or volume discounts, and Contractor may offer increased discounts upon achievement of contract volume milestones.

2. **Price Structure.**

   a. Baseline Price List. The Baseline Price List will be used by a Purchasing Entity to verify pricing and by the Lead State Administrator to verify pricing of any proposed Product additions.

      Responder must designate a "Baseline Price List" (e.g. MSRP, List, or Education) on the applicable Price Workbook(s).

      Responder must submit the Baseline Price List with the Cost Proposal response. The submitted Baseline Price List must be used to complete the Price Workbook. The Baseline Price List should be dated November 1, 2020. If Responder submits a Baseline Price List for an alternative date, the proposed pricing for the MNIT Minimum Acceptable Standards must be representative of an order placed on November 1, 2020.

   b. Minimum Discount by Band. Responder must provide a discount schedule off the Baseline Price List for each proposed Band for a quantity of one unit. Responder is to base its proposed discounts on the collective volume of potential purchases by the Participating Entities. The Minimum Discount will apply to all products within the Band, unless a product falls under a Category discount or Third-Party Product discount.

   c. Minimum Discount by Category. Responder may define additional categories within a Band. The category discounts may be higher or lower than the minimum discount by Band. For example, if a responder proposes a minimum discount of 50% for Band 1, the responder may also create additional categories "Laptop Brand X" and "Laptop Brand Y," and offer a minimum discount of 45% and 60%, respectively for these additional categories

   d. Third-Party Product Discounts. Responder may offer third-party products. If Responder offers third-party products, Responder should provide a discount schedule off the Baseline Price List for third-party products in the applicable Cost Workbook.

   e. Volume-Based Pricing. Responder may provide additional volume-based pricing discounts for per transaction and cumulative volume purchases. Examples of bulk pricing models are included in Section 6.I. Responders may propose how they will provide deeper discounts including, but not limited to:

      1. Per Transaction Multiple Unit Discount. Responder may propose a contractual volume discount program or plan based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase. Include in the applicable Price Workbook a table indicating the additional discount percentage to be earned by volume purchased by transaction.

      2. Cumulative. Responder may propose a cumulative volume discount based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement. Include in the applicable Price Workbook a table indicating the additional discount percentage to be earned by cumulative volume purchased.

      3. Other Discounts. Describe in the applicable Price Workbook any additional discounts available to Participating Entities.

   f. Services. Responder must describe all available options for pricing services in the Price Workbooks such as discount off list, hourly fees, per unit fees, etc.

g. Prompt Payment Discount (if applicable). Responder must describe any Prompt Payment discount (if available) to be offered in the applicable Price Workbook.

3. **Price Workbooks.** Price Workbooks will be used to evaluate responses to the RFP as described in Section 5. For each Band proposed, Responder must complete the corresponding Price Workbook, which includes five worksheets.

   In the Price Workbook, Responder must use the proposed minimum percentage discount from the Baseline Price List for a **"quantity one"** purchase.

   Price Workbooks have been included in Section 6.H. There are a total of three workbooks:

   - Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
   - Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets
   - Band 3: Servers and Storage

   INSTRUCTIONS:

   1. Each Price Workbook contains five worksheets. Responder is to fill in the blue shaded fields on each worksheet.

   2. The Price Workbooks are locked, however, there is not a password and Responder may revise a worksheet as needed to provide the information requested in the blue shaded fields.

4. **Minnesota IT Services (MNIT) Minimum Acceptable Standards.** Attached to the RFP as Attachments J and K in Section 6 are the MNIT Minimum Acceptable Standards for Bands 1, 2, and 3.

   When brand name or manufacturer's name or numbers are stated in the MNIT Minimum Acceptable Standards, they are intended to establish a standard only and are not restrictive unless the Attachment states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to Lead State approval.

   If any proposed alternates are deemed unacceptable by the Lead State, the Lead State will contact the responder(s) that have deficient alternates, explaining the deficiency, and provide the responder(s) with one opportunity to propose a new, acceptable alternate within a set number of business days. All responders with deficient alternates will be given the same number of business days to attempt to provide an acceptable alternate. Responders unable to propose an acceptable alternate through this one-time process will be excluded from the Standard in which they are deficient.

5. **Products and Services Schedule (PSS).** Responder must submit with the Cost Proposal a proposed Product and Services Schedule including all the products and services offered within each proposed Band. The PSS should be submitted in Excel format. A sample PSS has been provided in Section 6.F. Submission of a product or service on the sample PSS does not guarantee that it will be approved to be included in a resulting Master Agreement. The products, services, and format for the final PSS will be finalized during negotiations.

SECTION 5: EVALUATION PROCESS

Except at the invitation of the Master Agreement Administrator, no activity or comments from responders regarding this RFP shall be discussed with any of the sourcing team during the RFP or evaluation of the responses. A responder who contacts a sourcing team member regarding this RFP may, as a result of that contact, have its response rejected or portions thereof.

Non-selection of any response means that either another response was determined to be more advantageous to the Lead State, or that the Lead State exercised its right to reject all responses. At its discretion, the Lead State may perform an appropriate cost and pricing analysis of a responder's response, including the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the Lead State may request that a responder provide explicit written clarification to any part of its response.

Responses are private or nonpublic data as defined by Minn. Stat. § 13.591 until the completion of the evaluation process. The Lead State will provide notice of the evaluation results.

If only one response for a Band is submitted to the RFP, the Lead State reserves the right to review the response submitted for compliance and to award without assigning points, or to reject the offer and re-issue the RFP, whatever is in the Lead State's best interest.

Notwithstanding anything to the contrary, the Lead State reserves the right to:

- Accept all or part of an offer, to reject any and all offers, to cancel the RFP, or to re-issue the RFP,
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received,
- Negotiate any aspect of the proposal with any responder and negotiate with more than one responder,
- Select for negotiations or a Master Agreement, a response other than that with the lowest cost,
- Request a Best and Final Offer,
- Interview a responder's key personnel,
- Suspend or terminate negotiations, or take such other action as the Lead State deems appropriate, if negotiations fail to result in a successful Master Agreement,
- Eliminate an item from consideration for all responses,
- For evaluating pricing on a given item where a responder did not submit a response for that item, use the highest price item of all responses received,
- Request additional pricing items for consideration,
- Clarify pricing with responder(s), and
- Include options, quantity discounts, and services for basis of calculating the cost utilized in evaluation.

Prompt pay discount will be applied when evaluating cost as detailed in the Terms and Conditions or as otherwise specified in the RFP.

PHASES.

Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. The Lead State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The Lead State will evaluate these requirements on a pass/fail basis.

Phase 2 – Evaluate Responses

Only those responses that are found to be responsive under Phases 1 will be considered in Phase 2. Responses will be evaluated and scored in a three-step process:

Step 1. Weighted scoring of Product Deployment and Ability to Perform proposal sections, as follows:

Product Deployment and Ability to Perform

Product Deployment	200 Points (Section 3.A)
Ability to Perform	800 Points (Section 3.B)
TOTAL	1000 Points

Step 2. The Lead State reserves the right to shortlist responders in each Band. The shortlist for each Band will be based on the scores awarded in Step 1 and the ability of the responders selected for the shortlist to meet the needs of the anticipated Participating Entities as outlined in the RFP.

Step 3. Weighted scoring of Accessibility, Environmental, Business Capabilities, Customer Support, and Cost proposal sections based on the remaining responses. Reference checks may be included in this Step at the discretion of the Lead State. The proposal sections of the remaining responders will be scored as follows:

References, Work Plan, and Cost Proposal

Accessibility	50 Points
Environmental	50 Points (Section 3.C)
Business Capabilities	300 Points (Section 3.D)
Customer Support	200 Points (Section 3.E)
Cost	400 Points
TOTAL	1000 Points

The Lead State will separate all responsive proposals in Step 3 into groups by Band. Responders with responsive proposals in multiple Bands will be given a Cost score for each Band.

Phase 3 - Select Finalists. Only those responses that are found to be responsive under Phases 1 and 2 will be considered in Phase 3.

The Lead State reserves the right to request oral presentations, references, Best and Final offers by from responders, and the opportunity to interview a responder's key personnel. The Lead State reserves the right to select the number of responders for the Best and Final offer, oral presentations, and to enter into negotiations. Consistent with Minnesota law, evaluation scores may be revised as a result of the responses to the oral presentations, Best and Final Offer, and/or negotiations.

An award from this RFP will be based upon the total accumulated points as established in the RFP, where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this RFP to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. The Lead State reserves the right to make awards by Band. Responders that include products in multiple Bands may not be awarded all Bands for which they have submitted a response.

The Sourcing Team will make recommendations on the award of this RFP. The Commissioner of Administration or their designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and provided to the NASPO ValuePoint Management Board for approval.

Phase 4. Sign Master Agreement with Awarded Vendor.

CHECKLIST

This list may not be comprehensive, read the RFP thoroughly for information required in this RFP. All required information must be completed and returned with the response or the response may be rejected.

☐ **Narrative Response.** Responses to the Requirements of Sections 3.A-E should be provided in the order presented in the RFP, clearly marked and tabbed. The response should describe how the responder will meet the requirement. For Sections without specific requirements or responses needed, a responder may add an acknowledgement that they read, understand, and comply with that Section.

Provide two digital copies of the Narrative Response. Each digital copy of the Narrative Response must be provided on its own flash drive, and each flash drive should be marked "Narrative Response." Each digital copy of the Narrative Response should include:

- An electronic searchable PDF, and
- One editable Word document.

☐ **Signed Addendums to the RFP (if applicable).** Include any required signed addenda as one PDF with the Narrative Response submission.

☐ **Solicitation Response Forms.**

Include the following completed forms with the Narrative Response submission. Forms that require a signature may be physically-signed and scanned into PDF format or signed electronically via a signing software that includes verification capabilities such as DocuSign.

☐ Responder Declarations
☐ State of Minnesota Workforce Certificate Information Form
☐ State of Minnesota Equal Pay Certificate Form
☐ Contact Information Form
☐ State of Minnesota Resident Vendor Form
☐ Solicitation Terms, Conditions, and Response Requirements Exception Form
☐ Voluntary Product Accessibility Template® (VPAT®).

Note regarding the VPAT: Responders should complete, in an accessible format, a VPAT for all websites proposed in response to the solicitation. Responders can use the 508 VPAT form from the ITIC VPAT site (https://www.itic.org/policy/accessibility/vpat). See Section 2.A.14 for additional information and instruction.

☐ Attachment J, MNIT Minimum Acceptable Standards for Bands 1 and 2 (if applicable)
☐ Attachment K, MNIT Minimum Acceptable Standards for Band and 3 (if applicable)

Do not include the Cost Proposal with the Narrative Response.

☐ **Cost Proposal**. Provide one complete digital copy of the Cost Proposal on a flash drive. The Cost Proposal must be submitted on a flash drive separate from the Narrative Response, and the drive should be marked "Cost Proposal." The digital copy of the Cost Proposal must include:

- Responses to Section 4,
- Baseline Price List,
- Proposed Product and Services Schedule, and
- Price Workbooks for all applicable Bands, including all tabs.

The Cost Proposal should be submitted in the following formats:

- Responses to Section 4 in either a searchable PDF or Word document, and
- The Baseline Price List, Proposed Product and Services Schedule, and Price Workbooks should be submitted as unlocked Excel documents.

SECTION 6: ATTACHMENTS

A. Solicitation Question Form

B. Solicitation Response Forms

C. Sample NASPO ValuePoint Contract

D. Participating States' Sample Terms & Conditions

E. Action Request Form Sample

F. Product and Service Schedule Sample

G. Detail Sales Report Template

H. Price Workbooks

I. Bulk/Volume Pricing Examples

J. MNIT Minimum Acceptable Standards for Bands 1 and 2

K. MNIT Minimum Acceptable Standards for Band 3

A. **SOLICITATION QUESTION FORM**

NASPO ValuePoint COMPUTER EQUIPMENT

DUE: DECEMBER 14, 2020

RESPONDER NAME:_____

Use this form to submit questions to the Lead State during the Question and Answer period of the RFP.

Questions must be submitted in writing to Master Agreement Administrator at Andy.Doran@state.mn.us (see Sections 2.A.4 and 2.A.7). All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any state personnel other than the Master Agreement Administrator may result in rejection of the response. See Schedule of Events for when questions are due (see Section 2.A.4).

SECTION REFERENCE	QUESTION:

B. SOLICITATION RESPONSE FORMS

1. The following forms must be completed and returned with your response or the response may be rejected:

   - Responder Declarations;
   - State of Minnesota Workforce Certificate Information Form;
   - State of Minnesota Equal Pay Certificate Form;
   - Contact Information Form;
   - State of Minnesota Resident Vendor Form; and
   - Terms, Conditions, and Response Requirements Exception Form.

2. Voluntary Product Accessibility Template (VPAT). Responders should complete and submit a VPAT (see Sections 2.A.14 and 2.C.13) with their response.

RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. **Acceptance of Terms and Conditions.** The Responder accepts terms and conditions of the Solicitation, including the Sample Master Agreement, except for any term or condition that the Responder takes a specific exception to through the Terms, Conditions, and Response Requirements Exception Form (see Section 6.B).

B. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law

C. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

D. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

E. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Lead State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict, the Lead State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

SIGNATURE PAGE TO FOLLOW

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

☐ Attached is our current Workforce Certificate issued by MDHR.

☐ We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

☐ We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: http://mn.gov/mdhr/ TC Metro: 651-539-1095 Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

STATE OF MINNESOTA – EQUAL PAY CERTIFICATE

If your response could be in excess of $500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

☐ Attached is our current MDHR Equal Pay Certificate.

☐ Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature:	Date:
Printed Name:	Title:
Organization:	MN/Fed Tax ID:
Issuing Entity:	Project # or Lease Address:

CONTACT INFORMATION FORM

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT

NAME:		TITLE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:		TITLE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

ORDER ADDRESS

STREET/PO BOX:			
CITY/STATE:		ZIP CODE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

REMIT-TO ADDRESS

STREET/PO BOX:			
CITY/STATE:		ZIP CODE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

STATE OF MINNESOTA – RESIDENT VENDOR FORM

In accordance with Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

1. is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
2. has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I hereby certify that the company listed below:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. (This includes a foreign corporation duly authorized to engage in business in Minnesota.)
   Yes ☐ No ☐ (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   Yes ☐ No ☐ (must check yes or no)

3. Has a business address in the State of Minnesota.
   Yes ☐ No ☐ (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   Yes ☐ No ☐ (must check yes or no)

By signing below, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

If you are claiming Resident Vendor status, sign and return this form with your response.

TERMS, CONDITIONS, AND RESPONSE REQUIREMENTS EXCEPTION FORM

NASPO ValuePoint COMPUTER EQUIPMENT RFP

RESPONDER: _____

The Lead State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form. The Lead State reserves the right to reject, negotiate, or accept any exception listed. Responders are cautioned that by taking any exception they may be materially deviating from the RFP. If a responder materially deviates from the Solicitation Terms, Conditions, and Instructions, the NASPO ValuePoint Terms and Conditions, the Minnesota Terms and Conditions, the Response Requirements, or the Sample Contract, its response may be rejected (see Section 2.A.18).

INSTRUCTIONS: A responder must explicitly list all exceptions, if any. Reference the Section and clause number of the term and condition for each of a responder's exceptions, and include the original language, and the alternative language suggestions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the responder must sign and date this form and submit it as part of their response. (*Add additional lines if necessary.*)

Section Reference	Original Term	Alternate Language Suggestion

Prepared by: _____ _____
Printed Name Signed

Date: _____

C. SAMPLE NASPO ValuePoint MASTER AGREEMENT

The Sample NASPO ValuePoint Master Agreement is attached as a PDF to this RFP, and available at:
http://www.mmd.admin.state.mn.us/pdf/Section6AttachmentC_SampleMasterAgreement.pdf

D. PARTICIPATING STATES' SAMPLE TERMS & CONDITIONS

Terms and Conditions will be negotiated with individual states after award of the Master Agreement. All States reserve the right to add additional terms and conditions to participating addendums.

The following States have provided samples:

1. Alaska
2. California
3. Colorado
4. Connecticut
5. Hawaii
6. Maryland
7. Montana
8. New Jersey
9. New Mexico
10. Ohio
11. Utah
12. Vermont
13. Washington
14. Wisconsin

Sample terms and conditions are attached as a separate PDF to this RFP, and available at:
http://www.mmd.admin.state.mn.us/pdf/Section6AttachmentD_StatesTermsAndConditions.pdf

E. ACTION REQUEST FORM SAMPLE

DATE: _____

ATTN: Andy Doran
IT Acquisitions Supervisor
Master Agreement Administrator

RE: Master Agreement # MNNVP – _____ with _____ (Contractor)

Contractor requests the action noted below. If needed, a Product and Service Schedule has been submitted online or is attached for approval by the Lead State.

Contact person for questions on this request:

Name: _____
Email: _____
Phone: _____

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

☐ Quarterly Self-Audit. Check the box to verify the quarterly self-audit has been completed.

☐ Product & Service Schedule Change.

☐ Product Addition:

Band:
Proposed Discount (must meet or exceed):

☐ Third Party Product Addition. The Third-Party Product Log has been updated, if applicable.

Band:
Manufacturer:
Proposed Discount (must meet or exceed):

☐ Marketing Approval. Attach materials.

☐ Website Change Review. Describe and attach.

☐ Miscellaneous Inquiry. Provide detail:

Contractor affirms that the Products and Services provided meet the terms and conditions of the Master Agreement and understands NASPO ValuePoint may audit Contractor for compliance.

The Lead State may request additional information from Contractor upon submission. The Lead State also reserves the right to request Contractor to remove a product from the PSS, even if it was previously approved, throughout the life of the Master Agreement if in the best interest of the Lead State and at its sole discretion.

By: _____

Name: _____
Title: _____
Date: _____

ACTION REQUEST LOG

The Action Request Log must be submitted with each Action Request Form.
This Log must provide a history of previously submitted requests.

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

THIRD-PARTY PRODUCT LOG

The Third-Party Product Log must be submitted with each Action Request Form.
This Log must provide a current list of all third-party manufacturers that Contractor offers on its PSS.

DATE SUBMITTED	THIRD-PARTY MANUFACTURER	DATE APPROVED

F. PRODUCT AND SERVICE SCHEDULE

See the attached Sample Product and Service Schedule in Excel format.
http://www.mmd.admin.state.mn.us/xls/Section.6.Attachment.F_Sample.PSS.xlsx

G. DETAILED REPORTING SAMPLE

See the attached Detail Sales Report Template in Excel format.
http://www.mmd.admin.state.mn.us/xls/Section.6.Attachment.G_Detail.Report.Template.xlsx

H. PRICE WORKBOOKS

Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band1PriceWorkbook.xlsx

Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band2PriceWorkbook.xlsx

Band 3: Servers and Storage
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band3PriceWorkbook.xlsx

I. BULK/VOLUME PRICING EXAMPLES

Cumulative

$ Threshold	Frequency	Discount
$1,000,000-$2,000,000	Annually	additional 1%
$2,000,000-$3,000,000	Annually	additional 1.5%
$3,000,000-$4,000,000	Annually	additional 2%
+ $5,000,000	Annually	additional 2.5%

Per Transaction Multi Unit

$ Threshold	Discount
$75,000-$100,000	additional 1%
$100,000-$200,000	additional 1.5%
$200,000-$300,000	additional 2%
$300,000-$400,000	additional 2.5%
$400,000-$500,000	additional 3%
+ $500,000	additional 3.5%

Additional .5% for online orders

Cumulative

$ Threshold	Frequency	Discount
$2,000,000,000 and up	Every $2 Billion “gate”	additional .5% on all Bands

Per Transaction Multi Unit

$ Threshold	Discount
$50,000-$99,999	additional 1%
$100,000-$199,999	additional 2%
$200,000-$499,999	additional 4%
$500,000-$999,999	additional 6%
+ $1,000,000 (no maximum)	additional 8%

Cumulative

$ Threshold	Frequency	Discount
$5,000,001-$10,000,000	Duration of Master Agreement	additional 1%
$10,000,001-$20,000,000	Duration of Master Agreement	additional 1%
$3,000,000-$4,000,000	Duration of Master Agreement	additional 1%
$20,000,001-$40,000,000	Duration of Master Agreement	additional 1%
$40,000,001-$80,000,000	Duration of Master Agreement	additional 1%
$80,000,001-160,000000	Duration of Master Agreement	additional 1.5%
106,000,001-220,000,000	Duration of Master Agreement	additional 2%
+ $220,000,000	Duration of Master Agreement	additional 2.5%

NASPO ValuePoint Volume Pricing (per order) for Desktops and Notebooks

Number of Units	Minimum Discount
1-99 Units	XX%
100-500 Units	XX%
+ 500 Units	XX%

J. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BANDS 1 AND 2

http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentJ_MNITMinimumAcceptableStandardsBands1&2.xlsx

Instructions for completing Attachment J, MNIT Minimum Acceptable Standards for Bands 1 and 2:

A responder should review Attachment J and complete all shaded fields with the requested information.

Attachment J has three worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate “N/A” in the shaded field requiring the responder to provide a SKU.

A responder should complete a separate copy of Attachment J for each Band proposed.

K. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BAND 3

http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentK_MNITMinimumAcceptableStandardsBand3.xlsx

Instructions for completing Attachment K, MNIT Minimum Acceptable Standards for Band 3:

A responder should review Attachment K and complete all shaded fields with the requested information.

Attachment K has two worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate “N/A” in the shaded field requiring the responder to provide a SKU.

REFERENCE NUMBER: **29720**

PURCHASING AGENCY: Admin/Office of State Procurement

TITLE: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)
CONTRACT AVAILABLE TO: NASPO ValuePoint Participating States

RESPONSE TO THIS SOLICITATION IS DUE NO LATER THAN 1/11/2021 **AT** 3:00 PM Central Time

SOLICITATION MEETING DATE: 11/20/20 at 3:00 PM ,
MEETING DETAILS: A pre-proposal meeting will be held remotely via Microsoft Teams for all interested responders to review any concerns regarding this RFP. Attendance at this meeting is NOT MANDATORY, but is recommended. See the Schedule of Events for date and time (Section 2.A.4). Interested responders will register to attend the webinar by sending an email to the Master Agreement Administrator. The registration email should include the interested responder's name, and the name and email address of the person(s) attending the Pre-Proposal Webinar Meeting. The Master Agreement Administrator will send an invitation to the Pre-Proposal Webinar Meeting to all registered attendees by 10:00 AM CT on November 20, 2020.

SHIP TO ADDRESS:
See Solicitation Document

A PDF copy of this solicitation is available. Click the button(s) below.
Acrobat Reader is required.
Important! Addenda to this solicitation will appear below the button for retrieving the original solicitation. Be sure to check for addenda prior to submitting your response.
Solicitation 29720.pdf

NOTES: The State of Minnesota, Department of Administration, Office of State Procurement is requesting proposals on behalf of the State of Minnesota and NASPO ValuePoint. The purpose of this Request for Proposal ("RFP") is to establish Minnesota-led NASPO ValuePoint Master Agreement(s) with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including related Peripherals & Services).

This RFP and any resulting contract are for qualified manufacturers only – responders that cannot provide verification that they are a manufacturer will not be considered. Manufacturers that do not sell products directly may receive a Contract Award, but they must clearly specify their relationship with sales partners as directed in the RFP.

Sealed responses must be received in the office of the Director of the Office of State Procurement and time-stamped no later than the date and time specified, at which time the names of the contractors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this RFP.

For the purpose of this RFP, there are three product Bands identified below which may be awarded. Responders must only respond to Bands in which they manufacture the defined product. "Re-branding" a product that is manufactured by another company does not meet this requirement. The State of Minnesota ("Lead State") intends to establish multiple awards per Band. The Lead State reserves the right to eliminate any Bands from the final award.

Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets

Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets

Band 3: Servers and Storage

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to: Andy Doran, IT Acquisitions Supervisor, **andy.doran@state.mn.us**

Date This Solicitation Was Posted: 11/4/2020 5:12:53 PM

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Exhibit B

NASPO ValuePoint™

NASPO ValuePoint Master Agreement No.: 23011

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and HP Inc., whose designated business address is 1501 Page Mill Road, Palo Alto, CA 94304-1126 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

   a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

   b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

   c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

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2. **Representations and Warranties**

   a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

   b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

   c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

   a. Software

      1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

      2. Any software purchased must be related to the procurement of equipment.

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3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under this Paragraph 5.a.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Debra Lee, Public Sector Contract Management Director.

Debra Lee, Public Sector Contract Management Director
HP Inc.
10300 Energy Drive
Spring, Texas 77389
Email: Debra.lee@hp.com
Phone: 847.537.0344

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Deborah Kaiser

Signature: DocuSigned by: Deborah Kaiser 4102EB9E377544F...

Title: Contract Specialist Date: 6/13/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 6/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 6/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

   a. Any order placed under this Master Agreement shall consist of the following documents:

      1. A Participating Entity's Participating Addendum ("PA");

      2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

      3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

   b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

   c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

   d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

   e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

   a. **Acceptance.** See Master Agreement Paragraph 19 of Exhibit A (Inspection and Acceptance), regarding Acceptance and Acceptance Testing.

   b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order** or **Purchase Order** means any accepted purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products, including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Purchasing Entity in hard copy or by accessing a designated Contractor website. Supporting Material shall be made available to Purchasing Entities for review prior to issuance of an Order and shall meet or exceed the terms and warranties set forth in this Master Agreement.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

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z. **Participating Entity** means a state (as well as the District of Columbia), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

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EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as

required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

   a. Canadian Participation. Intentionally deleted.

   b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

   c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

   d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

   e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

   f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

   g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement. Products and services provided under these terms are for Participating Entity's internal or governmental use and not for further commercialization.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;
2. The place and requested time of delivery;
3. A billing address;
4. The name, phone number, and address of the Purchasing Entity representative;
5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
6. A ceiling amount of the order for services being ordered;
7. The Master Agreement identifier; and
8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 business days transportation for shipping with commercially reasonable efforts to deliver within 30 business days, except for situations out of Contractor's control. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all standard transportation and handling charges paid by the Contractor. Risk of loss or damage for Products shall remain with the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Final inspection and acceptance shall be in accordance with section 19.c., Product Acceptance. Any order for less than the

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specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and contract number or other information sufficient for the Purchasing Entity to properly identify the shipment if outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for Inspection and Acceptance, this section governs.

b. Facilities Inspection. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. The parties agree that Lead State or other Participating or Purchasing Entity will not be permitted access to any areas involved in research and development or that contain confidential, proprietary or trade secret documents/information prior to agreement of confidentiality terms and conditions. Inspections shall be performed at Lead State's or other Participating or Purchasing Entity's cost during normal business hours in a manner to minimize disruption to Contractor's business. The parties shall agree to appropriate confidentiality terms and conditions before access to premises is given, and Lead State or other Participating or Purchasing Entity shall promptly provide Contractor with a copy of the results of the inspection, which will be deemed Contractor's Confidential Information.

c. Product Acceptance. Upon delivery, the Purchasing Entity shall have 30 calendar days to inspect to determine if the Products meet Contractor's specifications ("Specifications"). Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing. The warranty period shall begin upon delivery to the Purchasing Entity.

d. Services Acceptance. Services are performed using generally recognized commercial practices and standards. If any services do not conform to contract requirements, the Purchasing Entity agrees to provide prompt notice, and Contractor will perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, may cancel or modify the Order to remove the nonconforming services, and shall be refunded any amounts paid for the nonconforming services.

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e. Acceptance Testing. Acceptance Testing means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and/or required for the purchase. Acceptance testing terms will be mutually agreed, in writing and included in an Order or Statement of Work. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

20. **Title of Product.**

Title for hardware Products will pass upon delivery to Purchasing Entity or its designee, free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.

b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.

c. Ownership. No transfer of ownership of any intellectual property will occur under this Agreement or any Participating Addenda. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables (excluding Products and Services) are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the Deliverables internally. The Contractor shall be responsible for ensuring that the license is consistent with any third-party rights in the Pre-existing Intellectual Property.

d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**

a. All Contractor-branded Products are covered by Contractor's limited warranty statements that are provided with the Products or otherwise made available. Hardware Product warranties begin on the date of delivery or if applicable, upon completion of Contractor installation, or (where Purchasing Entity delays Contractor installation) at the latest 30 days from the date of delivery.

b. For third-party Products sold by Contractor that are not Contractor-branded, the Contractor sells the third-party Products "AS IS" with the manufacturer's or publisher's standard warranty, software license, support, and maintenance terms. The Contractor will provide warranty, support, and maintenance call numbers and assist the Purchasing Entity to engage the manufacturer or publisher for warranty, support, and maintenance issues.

c. When Contractor receives a valid warranty claim for an Contractor-branded hardware or software Product, Contractor will either repair the relevant defect or replace the Product. If Contractor is unable to complete the repair or replace the product within a reasonable time, Participating Entity will be entitled to a full refund upon the prompt return of the product to Contractor (if hardware) or upon written confirmation by Participating Entity that the relevant software Product has been destroyed or permanently disabled. Contractor will pay for shipment of repaired or replaced products to Purchasing Entity and shipment of items returned to Contractor under this section.

d. Services with Deliverables. If Supporting Material for services defines specific deliverables (non-products or services), Contractor warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies Contractor of such a non-conformity during the 30-day period, Contractor will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to Contractor.

e. Eligibility. Contractor's service, support and warranty commitments do not cover claims resulting from:

1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;

2. Modifications or improper system maintenance or calibration not performed by Contractor or authorized by Contractor;

3. failure or functional limitations of any non-Contractor software or product impacting systems receiving Contractor support or service;

4. malware (e.g. virus, worm, etc.) not introduced by Contractor; or

5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Participating Entity, or other causes beyond Contractor's control.

f. This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties. Nothing in this section shall modify Contractor's obligations regarding, or liability for, intellectual property infringement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity, including Orders invoiced to Participating Entity ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without

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amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Once every twelve (12) months with ten (10) business days' written notice, Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Any inspector or auditor acting on behalf of the Lead State, Participating Entity, or Purchasing Entity shall comply with the confidentiality terms of this Master Agreement. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The disclosure of records to Participating States relating to Participating Addenda and Orders placed against the Master Agreement shall be governed by the laws of the Participating State/Participating Entity that placed the Order.

e. Unless prohibited by applicable law, in no event will Contractor be required to provide Lead State, Participating Entity, or Purchasing Entity or any party's auditor with access to Contractor's internal Products/Services labor or cost data, or data related to employees or other customers of Contractor unless such data is required to be provided by this Master Agreement or is necessary to confirm Contractor's compliance with this Master Agreement.

f. Audits shall be performed at the expense of Lead State, Participating Entity, or Purchasing Entity during normal business hours in a manner to minimize disruption to Contractor's business, and Lead State, Participating Entity, or Purchasing Entity shall promptly provide Contractor with a copy of the results of the audit. Notwithstanding the previous, if the audit results in a finding of Contractor's material noncompliance with the terms of this Master Agreement, a Participating Addendum, or Order, Contractor shall reimburse the auditing party for the costs of the audit.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including defense costs settlement amounts, court-awarded damages, (as well as reasonable attorney's fees and court costs), and third-party costs incurred by Indemnified Party at the request of Contractor in connection with the defense of the claim, to the extent arising from Contractor's willful misconduct or negligence. Contractor's defense of such claims is subject to Indemnified Party's prompt notification of Contractor of such claims, cooperation with Contractor in the defense of the claims, and granting Contractor sole defense of such claims.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that alleges that a Contractor-branded Product or Service as supplied under this Agreement infringes upon the intellectual property rights of a third party. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue, modify the Product or Service, or replace the allegedly infringing Product with one that is at least functionally equivalent to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Unauthorized use of the Product, Service, deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

This Paragraph 34.b of Exhibit A shall also apply to deliverables (excluding Products and Services) identified as such in the relevant Supporting Material except that Contractor is not responsible for claims resulting from deliverables content or design provided by Purchasing Entity.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the Indemnified Party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special costs or damages.

b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) ten million dollars and no cents ($10,000,000.00). Subsections (i) and (ii) are limited to direct damages as a result of a claim arising under this Agreement. This limit on liability does not limit either party's liability for claims for bodily injury or death caused by its negligence, acts of fraud, willful repudiation of the Agreement, nor any liability which may not be excluded or limited by applicable law.

36. **Reserved.**

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

f. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to receive, maintain, process, transmit, or have access to personally identifiable information ("PII") of Purchasing Entity in providing Services.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war, as well as restrictions imposed by a public health agency which unforeseeably and substantially inhibit Contractor's ability to deliver Product or other deliverables under this Master Agreement, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

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2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and

2. Terminate this Master Agreement and any related contracts or portions thereof; and

3. Impose liquidated damages as provided in this Master Agreement; and

4. Suspend Contractor from being able to respond to future bid solicitations; and

5. Suspend Contractor's performance.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. In addition, Purchasing Entity may withhold payment for any Order affected by Contractor's default until the default is remedied.

e. Contractor may terminate this Agreement, on written notice if the Lead State fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. Contractor may terminate a Participating Addendum, on written notice if the Participating Entity fails to meet any material obligation and fails to remedy the breach within 30 calendar days of Contractor providing written notice of the default that identifies the nature of the default. If the Lead State becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or

receivership or asset assignment, Contractor may terminate this Agreement any unfulfilled obligations under this Agreement. If the Participating Entity becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, Contractor may terminate that Participating Entity's Participating Addendum and cancel any unfulfilled obligations under that Participating Addendum.

f. Contractor may suspend or cancel performance of open Orders or Services if Purchasing Entity fails to pay any undisputed payment when due.

45. **Waiver of Breach.**
Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Lead State:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

Contractor:

Chief Legal Officer
1501 Page Mill Road
Palo Alto, CA 94304-1126

With a Copy To:
Debra Lee, Public Sector Contract Management Director
10300 Energy Drive
Spring, Texas 77389
debra.lee@hp.com

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs and post links on their dedicated NASPO ValuePoint website for the historical records.

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any), which are in scope for Contractor's PCI Compliance Reporting to its Acquiring Banks, comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when

such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Reserved.**

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**
The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

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22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees. Purchase Orders, software licenses, warranties, Statements of Work, and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration, cancellation, or termination of this Agreement.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US states

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are not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Exhibit D will include the pricing schedule, as negotiated by the parties.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23011
Contractor Name: HP Inc.

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
_____ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%

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Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%

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Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23011
Contractor Name: HP Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
1	**1B**	**Band 1 - Minimum Discount**	**13.0%**
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.0%**
1	1T-1	APC	15.0%

Exhibit D: Price Schedule

Discount Structure

Band	Category Code	Category Description	Discount off Baseline List
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
2	**2B**	**Band 2 - Minimum Discount**	**13.0%**
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.0%**

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Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

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Exhibit D: Price Schedule

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	$101,000.00	$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> $1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	$101,000.00	$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> $1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	$101,000.00	$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> $1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	$101,000.00	$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> $1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	$101,000.00	$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> $1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

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2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

Contract Sales	Additional Discount For a Product Series in an Additional Category	Minimum Band Discount Increase
$900,000,000.00 to $1,000,000,000	1.0%	2.0%
$1,000,000,001 to $1,200,000,000	2.0%	3.0%
$1,200,000,001 to $1,500,000,000	3.0%	4.0%
Over $1,500,000,000	4.0%	5.0%

3. Other Discount(s)

Additional discount(s) available.

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time “Bulk Buy” for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

Bulk Purchase	Threshold if applicable	Additional Discount
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

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Exhibit D: Price Schedule

Master Agreement: 23011
Contractor Name: HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

Custom Services: (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

HP Care Pack Services: Uplifted & extended warranties, installation, training and other related pre-built standard services

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Exhibit D: Price Schedule

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

Optional: Lease Rates

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

Fair Market Value/True Lease:

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This “pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

Tax Exempt Tech Refresh:

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

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Exhibit D: Price Schedule

Tax Exempt Installment Sale (Lease Purchase):

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

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AMENDMENT NO. 01 TO NASPO MASTER AGREEMENT 23011

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23011, July 1, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Exhibit D: Price Schedule to Master Agreement 23011 is deleted in its entirety and replaced with the attached "Exhibit D: Price Schedule, Amendment 01."

This Amendment is effective beginning upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP, Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Colleen F. Lively 09E4AB089566415...

Colleen F. Lively
Printed Name

Title: Contracts Specialist

Date: 8/29/2023

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 8/29/2023

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 8/29/2023

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Exhibit D: Price Schedule
Amendment 01

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23011
Contractor Name: HP Inc.

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
____ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%

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Exhibit D: Price Schedule
Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%

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Exhibit D: Price Schedule
Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

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Exhibit D: Price Schedule
Amendment 01

Master Agreement: 23011
Contractor Name: HP Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
1	**1B**	**Band 1 - Minimum Discount**	**13.0%**
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%

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Exhibit D: Price Schedule
Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.0%**
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**13.0%**
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%

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Amendment 01

Band	Category Code	Category Description	Discount off Baseline List
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.0%**
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

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Exhibit D: Price Schedule
Amendment 01

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	$101,000.00	$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> $1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	$101,000.00	$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> $1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	$101,000.00	$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> $1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	$101,000.00	$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> $1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	$101,000.00	$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> $1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

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Exhibit D: Price Schedule
Amendment 01

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

Contract Sales	Additional Discount For a Product Series in an Additional Category	Minimum Band Discount Increase
$900,000,000.00 to $1,000,000,000	1.0%	2.0%
$1,000,000,001 to $1,200,000,000	2.0%	3.0%
$1,200,000,001 to $1,500,000,000	3.0%	4.0%
Over $1,500,000,000	4.0%	5.0%

3. Other Discount(s)

Additional discount(s) available.

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time “Bulk Buy” for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

Bulk Purchase	Threshold if applicable	Additional Discount
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

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Exhibit D: Price Schedule
Amendment 01

Master Agreement: 23011
Contractor Name: HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

Custom Services: (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

HP Care Pack Services: Uplifted & extended warranties, installation, training and other related pre-built standard services

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Exhibit D: Price Schedule
Amendment 01

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

Optional: Lease Rates

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

Fair Market Value/True Lease:

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This “pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

Tax Exempt Tech Refresh:

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

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Exhibit D: Price Schedule
Amendment 01

Tax Exempt Installment Sale (Lease Purchase):

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

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Exhibit D: Price Schedule
Amendment 01

Prompt Payment Discount

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

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Department of MANAGEMENT SERVICES
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Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services

This Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment, Peripherals, and Related Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and HP, Inc. (Contractor), located at 1501 Page Mill Road, Palo Alto, CA 94304 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Minnesota (Lead State), competitively procured computer equipment, peripherals and related Services and executed Contract No. 23011, NASPO ValuePoint Computer Equipment, Peripherals & Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The Master Contract became effective July 1, 2023, and its term currently ends on June 30, 2025.The Master Contract has an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment of renewals available. The Contract will become effective on November 1, 2023 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2025 unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. **Scope**

   This Contract includes the entire scope of the products and services available through the Master Contract. The Contractor is authorized through the Master Contract to sell desktops,

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laptops, tablets, ruggedized devices, and other commodities related to computer equipment purchases in product Band I - Personal Computer Devices – Windows Operating Systems, and product Band II – Personal Computer Devices - Non-Windows Operating Systems.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Configuration Dollar Limits:

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$30,000

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Services	Addressed in the Customer specific Purchase Orders.

6. Primary Contacts.

Department's Contract Manager:
Bradley Beech
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847
Email: Bradley.Beech@dms.fl.gov

Contractor's Contract Manager:
Debra Lee
Director of Contract Sales Management
10300 Energy Drive Spring, Texas 77389
Telephone: 847.537.0344
Email: Debra.Lee@hp.com

7. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

HP, INC.

DocuSigned by:
Deborah Kaiser
Deborah Kaiser

10/24/2023 | 12:41 PM EDT
Date

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
Pedro Allende, Secretary

10/24/2023 | 4:07 PM EDT
Date

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Department of MANAGEMENT SERVICES
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EXHIBIT A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: This section is intentionally left blank.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The Contractor will have 90 calendar days to implement a punchout catalog for this Contract. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site,

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the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

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2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

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specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

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8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and

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claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 This section intentionally left blank.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Exhibit C: Price Sheet

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23011
Contractor Name: HP Inc.

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
_____ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	13.0%
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%

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Exhibit C: Price Sheet

Band	Category Code	Category Description	Discount off Baseline List
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.0%
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%
2	2B	Band 2 - Minimum Discount	13.0%
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%

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Exhibit C: Price Sheet

Band	Category Code	Category Description	Discount off Baseline List
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.0%
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%
	S	Custom Services	10.0%
	S	HP Care Pack Services	24.0%
	S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
	S	Prebuilt standard HP Image Load & Consulting	10.0%
	S	HP standard Asset Tags	10.0%
	S	Value Added Logistics	10.0%
	S	Onsite Deployment/Installation	10.0%
	S	HP Proactive Management Solutions	10.0%
	S	HP Proactive Security Solutions	10.0%
	S	HP Device Recovery Services	10.0%

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Exhibit C: Price Sheet

Master Agreement: 23011
Contractor Name: HP Inc.
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
1	**1B**	**Band 1 - Minimum Discount**	**13.0%**
1	1B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
1	1B-2	Desktops Mid-Range	23.0%
1	1B-3	Desktops High-End	23.0%
1	1B-4	Retail Solutions	18.0%
1	1B-5	Desktop CTO (Configure To Order) Systems	18.0%
1	1B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
1	1B-7	Desktop Options and Accessories	21.0%
1	1B-8	Entry / Value Workstations	24.0%
1	1B-9	Mid-Range Workstations	24.0%
1	1B-10	High-End Workstations	26.0%
1	1B-11	Workstation CTO (Configure To Order) Systems	24.0%
1	1B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
1	1B-13	Workstation Options and Accessories	24.0%
1	1B-14	Thin Clients	18.0%
1	1B-15	Thin Client Options and Accessories	18.0%
1	1B-16	Chromebook	1.0%
1	1B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
1	1B-18	Entry Level Tablets	20.0%
1	1B-19	Ultra-light & Tablet PCs	23.0%
1	1B-20	Mid-Range Tablets	21.0%
1	1B-21	Entry-Level Notebooks	17.0%
1	1B-22	Value Notebooks	13.0%
1	1B-23	Mid-Range Notebooks, ProBook Series	21.0%
1	1B-24	Notebook High-End and workstation mobility	24.0%
1	1B-25	Notebook & Tablet PC CTO Modules	21.0%
1	1B-26	Notebook & Tablet Options and Accessories	21.0%
1	1B-27	Notebook Accessories - Education Software	30.0%
1	1B-28	All HP Smart Buys/Promotions/Specials	1.0%
1	1B-29	Peripherals All HP Commercial Monitors	20.0%
1	1B-30	Peripherals Monitor Options and Accessories	20.0%
1	1B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
1	1B-32	Peripherals All HP Scanners	28.0%
1	1B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
1	1B-34	Peripheral LaserJet cartridges	25.0%
1	1B-35	Peripherals InkJet cartridges	20.0%

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Band	Category Code	Category Description	Discount off Baseline List
1	1B-36	Peripherals DesignJet Ink/Cartridges	23.0%
1	1B-37	Peripherals Access Control for Print	28.0%
1	1B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
1	1B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.0%**
1	1T-1	APC	15.0%
1	1T-2	All Third Party Hardware	10.0%
1	1T-3	All Third Party Software	5.0%

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
2	**2B**	**Band 2 - Minimum Discount**	**13.0%**
2	2B-1	Desktops Entry-Level & Specialty Desktops (includes AIO)	18.0%
2	2B-2	Desktops Mid-Range	23.0%
2	2B-3	Desktops High-End	23.0%
2	2B-4	Retail Solutions	18.0%
2	2B-5	Desktop CTO (Configure To Order) Systems	18.0%
2	2B-6	Desktop CTO configure to order system bundled in one customer part number	18.0%
2	2B-7	Desktop Options and Accessories	21.0%
2	2B-8	Entry / Value Workstations	24.0%
2	2B-9	Mid-Range Workstations	24.0%
2	2B-10	High-End Workstations	26.0%
2	2B-11	Workstation CTO (Configure To Order) Systems	24.0%
2	2B-12	Workstation CTO configure to order system bundled in one customer part number	24.0%
2	2B-13	Workstation Options and Accessories	24.0%
2	2B-14	Thin Clients	18.0%
2	2B-15	Thin Client Options and Accessories	18.0%
2	2B-16	Chromebook	1.0%
2	2B-17	Specialty Tablets; Mini Tablet, Elite pad	20.0%
2	2B-18	Entry Level Tablets	20.0%
2	2B-19	Ultra-light & Tablet PCs	23.0%
2	2B-20	Mid-Range Tablets	21.0%
2	2B-21	Entry-Level Notebooks	17.0%
2	2B-22	Value Notebooks	13.0%
2	2B-23	Mid-Range Notebooks, ProBook Series	21.0%
2	2B-24	Notebook High-End and workstation mobility	24.0%
2	2B-25	Notebook & Tablet PC CTO Modules	21.0%
2	2B-26	Notebook & Tablet Options and Accessories	21.0%
2	2B-27	Notebook Accessories - Education Software	30.0%
2	2B-28	All HP Smart Buys/Promotions/Specials	1.0%
2	2B-29	Peripherals All HP Commercial Monitors	20.0%
2	2B-30	Peripherals Monitor Options and Accessories	20.0%

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Exhibit C: Price Sheet

Band	Category Code	Category Description	Discount off Baseline List
2	2B-31	Peripherals All HP Printers including, but not limited to All-in-One, Multifunction, LaserJet, Inkjet, Large Format Printer Models	28.0%
2	2B-32	Peripherals All HP Scanners	28.0%
2	2B-33	Peripherals All Printer and Scanner Options & Accessories	28.0%
2	2B-34	Peripheral LaserJet cartridges	25.0%
2	2B-35	Peripherals InkJet cartridges	20.0%
2	2B-36	Peripherals DesignJet Ink/Cartridges	23.0%
2	2B-37	Peripherals Access Control for Print	28.0%
2	2B-38	All Peripheral Smart Buys/Promotions/Specials	1.0%
2	2B-39	OMEN EsPort/Gaming notebooks including accessories/options	5.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.0%**
2	2T-1	APC	15.0%
2	2T-2	All Third Party Hardware	10.0%
2	2T-3	All Third Party Software	5.0%

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Exhibit C: Price Sheet

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

The estimated additional Volume Discount pricing below may be available by contacting your HP Sales Representative. Be sure to provide HP with your product selection/combination, quantities, timeline of purchase or any other additional information in order to obtain these additional discounts. These discounts exclude HP Smart Buy/Promotions/Specials/Chromebooks and some products within the category as determined by the OEM. (Competitive volume pricing may be available for Chromebooks and product categories not listed, but additional discounts may vary.)

Category	Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
Desktops & Workstations	$101,000.00	$1,000,000.00	10-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Desktops & Workstations	> $1,000,000.00	no max	16-26% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	$101,000.00	$1,000,000.00	6-15% off HP List Price (est.) fixed price (Big Deal) volume offer
Notebooks	> $1,000,000.00	no max	16-19% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	$101,000.00	$1,000,000.00	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer
Tablets	> $1,000,000.00	no max	8-17% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	$101,000.00	$1,000,000.00	12-21% off HP List Price (est.) fixed price (Big Deal) Volume offer
Thin Clients	> $1,000,000.00	no max	22-27% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	$101,000.00	$1,000,000.00	2-4% off HP List Price (est.) fixed price (Big Deal) Volume offer
Monitors	> $1,000,000.00	no max	5-7% off HP List Price (est.) fixed price (Big Deal) Volume offer

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2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

After review and analysis of the cumulative purchases at the end of each year of the Master Agreement, if HP and NASPO determine that the volumes are reached, these discounts will be passed directly to the Master Agreement based on the Lead State approval for participants and procuring entities to utilize as additional cost savings on HP products. These cumulative discounts are only potential for future potential minimum band discount or potential product services, as determined by HP.

Contract Sales	Additional Discount For a Product Series in an Additional Category	Minimum Band Discount Increase
$900,000,000.00 to $1,000,000,000	1.0%	2.0%
$1,000,000,001 to $1,200,000,000	2.0%	3.0%
$1,200,000,001 to $1,500,000,000	3.0%	4.0%
Over $1,500,000,000	4.0%	5.0%

3. Other Discount(s)

Additional discount(s) available.

Upon procuring agency request and proper coordination with the HP Account Manager, HP may offer an additional discount or technology fee based on the agency request over the volume price for "Bulk Buy Purchases" for HP product categories offered (excludes Chromebook/Smart Buys/Promotions/Specials) of HP-branded products during a pre-selected time period (60-90 days). For example, if a procuring entity decides to do a one-time “Bulk Buy” for the purchase of 5,000 select configuration(s), the agency could qualify for a one-time additional discount or technology fee as mutually agreed and negotiated with that specific procuring entity.

Bulk Purchase	Threshold if applicable	Additional Discount
5,000 to 10,000 units	5,000 to 10,000 PCs per Purchase Order	1.0%
10,001 or more units	5,000 to 10,000 PCs per Purchase Order	2.0%

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Master Agreement: 23011
Contractor Name: HP Inc.

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S	Custom Services	10.0%
S	HP Care Pack Services	24.0%
S	HP Care Pack Services Smart Buys (promotions/specials)	1.0%
S	Prebuilt standard HP Image Load & Consulting	10.0%
S	HP standard Asset Tags	10.0%
S	Value Added Logistics	10.0%
S	Onsite Deployment/Installation	10.0%
S	HP Proactive Management Solutions	10.0%
S	HP Proactive Security Solutions	10.0%
S	HP Device Recovery Services	10.0%

Custom Services: (HP directly or approved Servicing Sub) Installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied.

HP Care Pack Services: Uplifted & extended warranties, installation, training and other related pre-built standard services

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Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

Optional: Lease Rates

Hewlett-Packard Financial Services Company offers the following lease options: (1) Fair Market Value/True Lease; (2) Tax Exempt Tech Refresh; and (3) Tax Exempt Installment Sale (Lease Purchase).

Lease are provided on the PSS. Rates may be subject to change quarterly.

Fair Market Value/True Lease:

For customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, Hewlett-Packard Financial Services Company offers a fair market value lease (also known as a true lease). This “pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

Hewlett-Packard Financial Services Company does allow customers to enter into a month-to-month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. Hewlett-Packard Financial Services Company also has a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

Tax Exempt Tech Refresh:

Tech Refresh is structured as a Tax-Exempt Installment Sale with an option on the last payment to return the equipment (and acquire new) or make the payment and own the equipment outright. The standard offer calls for payments to be made annually in advance, though additional structures may be tailored to accommodate budget restrictions. The final (or option) payment is a set amount of the original purchase price of the equipment and is an estimate of the wholesale value of the equipment at the time of the option. The balance of the cost is amortized over the term. The benefit is that an entity is not locked into any one particular deal; it can purchase the equipment or return it and get new technology. Other important elements of the Tech Refresh structure are listed below.

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to refresh or purchase 3 months prior to the refresh period. On the 48-month term the refresh point is month 36 which requires notification at month 33. On the 60-month term the refresh point is month 48 which requires notification at month 45. Sample buyout goes into effect if refresh option is not exercised.

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Tax Exempt Installment Sale (Lease Purchase):

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal – declines as each Lease Payment is made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor files a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

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Exhibit C: Price Sheet

Prompt Payment Discount

Master Agreement: 23011
Contractor Name: HP Inc.

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

June 6, 2023

RE: Minnesota NASPO ValuePoint Request for Proposal for Computer Equipment

To All Responders:

This letter is regarding the solicitation issued by the State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint to establish Minnesota NASPO ValuePoint Master Agreement(s) for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) (Solicitation 29720). Solicitation 29720 opened on March 18, 2021.

The scoring has been completed and the following companies have been offered an award:

A. Negotiations are complete and execution of a Master Agreement is pending for the following companies:

   Band 1, Personal Computer Devices – Windows Operating Systems: Durabook Americas, Inc.; Howard Technology Solutions; Transource Services Corp

   Band 2, Personal Computer Devices - Non-Windows Operating Systems: Apple Inc

   Band 3, Servers and Storage: New Tech Solutions, Inc.; Pure Storage, Inc.; Quantum Corporation; Transource Services Corp.

B. Negotiations are ongoing with the following companies:

   Band 1, Personal Computer Devices – Windows Operating Systems: Ace Computers; Acer America Corporation; Dell Inc.; Dynabook Americas, Inc.; Getac, Inc.; HP Inc.; Lenovo (United States) Inc.; Microsoft Corporation; Panasonic Connect North America, Division of Panasonic Corporation of North America; Zebra Technologies International, LLC

   Band 2, Personal Computer Devices - Non-Windows Operating Systems: Ace Computers; Acer America Corporation; Dell Inc.; HP Inc.; Lenovo (United States) Inc.; Panasonic Connect North America, Division of Panasonic Corporation of North America;

   Band 3, Servers and Storage: Ace Computers; Dell Inc; Hewlett Packard Enterprise; Hitachi Vantara LLC; IBM Corporation; Lenovo Global Technology (United States) Inc.; Oracle America, Inc.; NetApp, Inc.

Thank you for your response to this solicitation.

Sincerely,



Elizabeth Randa
Acquisition Management Specialist

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 1
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responders	HP Inc	143.92	627.50	**771.42**	100.00%
	Dell	137.33	575.00	**712.33**	92.34%
	Acer	117.33	593.75	**711.08**	92.18%
	Getac	115.25	544.17	**659.42**	85.48%
	Microsoft	103.33	535.83	**639.17**	82.86%
	Panasonic	107.75	530.00	**637.75**	82.67%
	Transource	105.25	527.92	**633.17**	82.08%
	Dynabook	108.17	516.67	**624.83**	81.00%
	Durabook	96.17	525.00	**621.17**	80.52%
	Lenovo	104.00	510.83	**614.83**	79.70%
	Zebra Technologies	100.08	478.33	**578.42**	74.98%
	Ace	81.00	485.42	**566.42**	73.43%
	Howard	46.67	428.75	**475.42**	61.63%
	Detel	33.33	331.25	**364.58**	47.26%
	Sumuri	withdrew response		n/a	n/a

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 1, Responder Detel's score did not cross the established threshold, and will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 2
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responders	Acer	124.17	582.50	**706.67**	100.00%
	Dell	98.92	578.33	**677.25**	95.84%
	HP Inc.	103.00	552.50	**655.50**	92.76%
	Panasonic	107.75	527.50	**635.25**	89.89%
	Getac	99.92	507.92	**607.83**	86.01%
	Lenovo	100.75	503.33	**604.08**	85.48%
	Zebra Technologies	96.33	475.83	**572.17**	80.97%
	Ace	69.58	465.83	**535.42**	75.77%
	Apple	73.33	368.33	**441.67**	62.50%
	Detel	33.33	328.75	**362.08**	51.24%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 2, Responder Detel's score did not cross the established threshold, and will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 3
Phase 2, Step 1

		Product Deployment	Ability to Perform	TOTAL SCORE	% Highest Score
	Possible Points	200.00	800.00	**1000.00**	
Responder	NetApp	150.50	587.50	**738.00**	100.00%
	Dell	114.75	581.25	**696.00**	94.31%
	HPE	114.42	577.50	**691.92**	93.76%
	Oracle	114.00	562.08	**676.08**	91.61%
	Transource	97.58	537.92	**635.50**	86.11%
	Nutanix	109.33	511.25	**620.58**	84.09%
	Lenovo Global	87.00	500.83	**587.83**	79.65%
	Hitachi Vantara	66.67	509.58	**576.25**	78.08%
	PureStorage	83.83	485.83	**569.67**	77.19%
	IBM	63.33	486.67	**550.00**	74.53%
	Ace	70.83	477.08	**547.92**	74.24%
	Quantum Corporation	79.83	403.75	**483.58**	65.53%
	General Micro Systems	33.75	427.08	**460.83**	62.44%
	New Tech Solutions	36.00	407.50	**443.50**	60.09%
	Howard	46.67	395.83	**442.50**	59.96%
	Infinidat	87.75	345.00	**432.75**	58.64%
	Detel	33.33	324.58	**357.92**	48.50%
	Rubrik	withdrew response		n/a	n/a
	Sumuri	withdrew response		n/a	n/a

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 1 of the evaluation process, that responders with a score of at least 60% of the highest score within that Band would advance to the next evaluation phase. For Band 3, scores for Responders Howard, Infinidat, and Detel did not cross the established threshold, and these responders will not be advancing to Phase 2, Step 3 of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 1
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responders	Panasonic	40.00	33.90	209.50	141.50	384.90	319.49	**744.39**	100.00%
	Getac	10.00	28.00	182.50	123.00	333.50	371.66	**715.16**	96.07%
	Dynabook	20.00	30.60	178.50	115.00	324.10	340.67	**684.77**	91.99%
	Dell	30.00	36.20	217.00	140.00	393.20	256.20	**679.40**	91.27%
	Transource	20.00	32.00	164.50	106.00	302.50	339.98	**662.48**	89.00%
	Acer	0.00	35.50	177.00	120.50	333.00	301.16	**634.16**	85.19%
	HP Inc.	30.00	36.80	223.50	155.00	415.30	172.57	**617.87**	83.00%
	Lenovo	30.00	33.50	183.50	139.50	356.50	211.29	**597.79**	80.31%
	Zebra Technologies	30.00	31.30	146.00	103.50	280.80	270.75	**581.55**	78.12%
	Durabook	0.00	31.60	180.00	107.00	318.60	255.42	**574.02**	77.11%
	Ace	0.00	32.70	172.50	111.00	316.20	237.57	**553.77**	74.39%
	Howard	20.00	28.50	144.00	139.50	312.00	217.36	**549.36**	73.80%
	Microsoft	0.00	36.20	200.50	140.00	376.70	158.67	**535.37**	71.92%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 1, the scores for all responders met the established threshold and all responders will be advancing to the next step of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 2
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score*	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responders	Dell	30.00	36.40	223.00	140.00	399.40	319.75	**749.15**	100.00%
	Ace	0.00	32.70	176.50	109.50	318.70	344.37	**663.07**	88.51%
	Acer	0.00	35.50	174.00	120.50	330.00	287.36	**617.36**	82.41%
	Apple	0.00	36.80	144.50	66.00	247.30	243.29	**490.59**	65.49%
	HP Inc.	30.00	36.80	202.50	155.00	394.30	0.00	**424.30**	56.64%
	Panasonic	40.00	33.90	209.50	140.00	383.40	0.00	**423.40**	56.52%
	Lenovo	30.00	33.50	183.00	138.00	354.50	0.00	**384.50**	51.32%
	Getac	10.00	27.70	179.50	123.00	330.20	0.00	**340.20**	45.41%
	Zebra Technologies	30.00	31.30	146.00	103.50	280.80	0.00	**310.80**	41.49%

DOCUMENTATION

Pursuant to the established methodology, if a responder did not have at least one product that met the MNIT Minimum Acceptable Standards (used for cost evaluation purposes only) within the applicable Band, but the responder confirmed that they intend to sell similar products to what is established by the MNIT Minimum Acceptable Standards (used for cost evaluation purposes only) within that Band, the Lead State assigned the responder a Cost Score of 0.

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 2, the scores for Responders Getac and Zebra Technologies did not cross the established threshold, and will not be advancing to the next step of the evaluation process.

Minnesota NASPO RFP for Computer Equipment

Summary Scores for Band 3
Phase 2, Step 3

		Technical Scores							
		Accessibility	Environmental	Business Capabiltiies	Customer Support	Total Technical Score	Cost Score	TOTAL SCORE	% Highest Score
	Possible Points	50.00	50.00	300.00	200.00	550.00	400.00	**1000.00**	
Responder	Transource	20.00	37.20	164.50	105.50	307.20	323.11	**650.31**	100.00%
	Dell	30.00	40.90	223.00	140.00	403.90	92.76	**526.66**	80.99%
	Lenovo Global	30.00	36.00	178.50	139.50	354.00	130.59	**514.59**	79.13%
	New Tech Solutions	0.00	28.60	130.50	95.00	254.10	252.18	**506.28**	77.85%
	HPE	20.00	42.00	214.50	119.50	376.00	105.79	**501.79**	77.16%
	Ace	0.00	36.30	167.50	113.50	317.30	160.95	**478.25**	73.54%
	NetApp	40.00	38.60	189.00	103.00	330.60	50.64	**421.24**	64.78%
	Oracle	0.00	37.60	143.50	108.00	289.10	100.13	**389.23**	59.85%
	Hitachi Vantara	10.00	33.90	182.00	110.00	325.90	35.15	**371.05**	57.06%
	Quantum Corporation	0.00	29.50	151.00	79.50	260.00	108.41	**368.41**	56.65%
	IBM	10.00	38.70	166.00	99.50	304.20	39.84	**354.04**	54.44%
	Pure Storage	20.00	32.70	164.50	90.50	287.70	21.01	**328.71**	50.55%
	General Micro Systems	0.00	29.20	124.00	90.50	243.70	75.12	**318.82**	49.03%
	Nutanix	0.00	28.20	122.50	105.00	255.70	52.69	**308.39**	47.42%

DOCUMENTATION

The Evaluation Team determined that for the purposes of Phase 2, Step 3 of the evaluation process, that responders with a score of at least 50% of the highest score within that Band would advance to the next evaluation phase. For Band 3, the scores for Responders General Micro Systems and Nutanix did not cross the established threshold, and will not be advancing to the next step of the evaluation process.

EXHIBIT D

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
NOT APPLICABLE		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT E

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

Subcontractor/Dealer/Reseller Information Form

Contract Name: NASPO ValuePoint State of Florida
Contract Number: 43210000-23-NASPO-ACS
Contractor Name: HP Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Broadway Typewriter Company Inc dba Arey Jones Educational Solutions	www.areyjones.com	Erica Eichmann	erica.eichmann@areyjones.com	800-998-9199		1055 6th Avenue Suite 101	San Diego	CA	92101		Statewide	11/9/2023
CDW Government, LLC	cdwg.com	HEATHER KOHLS	heather.kohls@cdwg.com	847-465-6000		625 W. ADAMS	CHICAGO	IL	60661		Statewide	11/9/2023
MRA International Inc	MRAInternational.com	Angelo Tirone	angelo@mrainternational.com	732-222-0997	17	295 Morris Ave	Long Branch	NJ	07740		Statewide	11/9/2023
Netsync Network Solutions, Inc.	www.netsync.com	Clara Alessi	calessi@netsync.com	713-248-7294		2500 W Loop S, Ste. 410	Houston	TX	77027		Statewide	11/9/2023
Office Management Systems, Inc. DBA: Logista	www.logistasolutions.com	Randy S. Greene	rgreene@logistasolutions.com	888-292-7643	2641	327 Yorkville Road East	Columbus	MS	39702		Statewide	11/9/2023
Southern Computer Warehouse	WWW.SCW.COM	Mariah Duong	Mariah.Duong@scw.com	770-579-8927	227	1395 S MARIETTA PKWY #300-106	MARIETTA	GA	30067		Statewide	11/9/2023
Strictly Technology, LLC	www.strictlytech.com	Wendy Langley	wlangley@strictlytech.com	954-606-5440		2300 NW 55th Court, Suite 110	Fort Lauderdale	FL	33309	2736	Statewide	11/9/2023
United Data Technologies, Inc. d/b/a UDT	udtonline.com	Seymour Chajet	myflorida@udtonline.com	800-882-9919		2900 Monarch Lakes Blvd., Suite 300	Miramar	FL	33027		Statewide	11/9/2023
World Wide Technology, LLC	wwt.com	Carol Harting	carol.harting@wwt.com	314-995-6103		1 World Wide Way	St. Louis	MO	63146		Statewide	11/9/2023

AGENDA ITEM NO. 12.10

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Division of Administrative Hearings Administrative Law Judge Services Contract with the State of Florida, Division of Administrative Hearings Estimated in the amount of $20,000.00 Annually (General Fund)

Executive Summary
The current Division of Administrative Hearings Administrative Law Judge Services Contract was entered into in 2004. On August 29, 2023, the State of Florida, Division of Administrative Hearings (DOAH) advised the District that the new hourly rate for DOAH Administrative Law Judge services, effective October 1, 2023, would be $200.00 per hour. On December 13, 2023, DOAH provided a proposed Division of Administrative Hearings Administrative Law Judge Services Contract with a new provision regarding the confidentiality of student records. The contract document is a standard form used by DOAH for these services and is authorized by Section 120.65, Florida Statutes.

The historical spend for the Division of Administrative Hearings is as follows:
23/24 YTD: $576.00
22/23: $3,007.50
21/22: $12,415.01

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Ready For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Recommendation
The Superintendent recommends approval of the Division of Administrative Hearings Administrative Law Judge services contract with the State of Florida, Division of Administrative Hearings estimated in the amount of $20,000.00 annually (General Fund).

Financial Impact
The financial impact is estimated at $20,000.00 annually; however, actual spend is dependent upon the number and nature of the administrative law judge services that may be needed. These costs will come from the General Fund.

Contact
Submitting Department: Legal
Initiated By: Pamela D'Agostino

Attachments:
DOAH - Proposed Contract

DIVISION OF ADMINISTRATIVE HEARINGS
ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

Manatee County School Board

THIS CONTRACT is between the Manatee County School Board, hereinafter referred to as "BOARD" and the State of Florida, Division of Administrative Hearings, hereinafter referred to as "DOAH".

WHEREAS, the BOARD, in accordance with Section 1001.30, Florida Statutes, is responsible for the control, organization, and administration of schools, and

WHEREAS, Section 120.65(9), Florida Statutes, provides that the BOARD shall reimburse DOAH for Administrative Law Judge (ALJ) services and travel expenses for hearings required; and

WHEREAS, the provisions of Chapter 120, Florida Statutes, apply in certain proceedings in which the substantial interests of a party are determined by the BOARD; AND

WHERAS, it has been determined by the BOARD and DOAH that a contractual arrangement for the provision of ALJs is available for the above-stated purpose under the authority of Section 120.65(9), Florida Statutes;

NOW, THEREFORE, the parties hereto, for valuable consideration and the mutual promises between the parties hereto, it is agreed as follows:

1. Scope of Services. DOAH agrees to make ALJs available to BOARD. The ALJs to be provided will be full-time judges employed by the State of Florida, Division of Administrative Hearings. The ALJs to be provided are experts in the adjudication of administrative disputes.

2. Compensation. The fiscal year 2003-2004 General Appropriations Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its Contract for ALJ services annually so that the hourly rate charged is based on a total-cost recovery methodology. The rate has been determined to be $200.00 per hour beginning October 1, 2023. DOAH will notify the BOARD of the amended hourly rate on or about the first day of September of each year. That rate will become effective on the first day of October of that same year. The BOARD agrees to compensate DOAH for each hour actually worked, and subsequently, at the hourly rate determined in accordance with the Florida Legislature's directive. This rate will apply for ALJ services in preparing for hearings, traveling to hearings, conducting hearings, and preparing Recommended Orders.

3. Expenses. The BOARD agrees to pay the actual travel expenses of the assigned ALJ in the amount provided pursuant to Chapter 112, Florida Statutes. DOAH will submit invoices monthly and the BOARD agrees to remit payment monthly in accordance with Chapter 218, Part VII, Florida Statutes. DOAH agrees to provide the BOARD an itemized statement of the charges and costs described in the invoice.

4. Contract Management. Megan S. Silver, Executive Director & Administrative Law Judge, and Patricia Kenyon, Operations Manager, shall provide contract management services under this Contract for DOAH.

5. Term. This Contract is for a term on one (1) year and will begin on the date the last signature is placed on this Contract and will automatically renew for succeeding yearly periods one year from the date last signed. This Contract may be amended from time to time by mutual agreement of the parties, and may be terminated by either party for the convenience of that party upon thirty (30) days' written notice.

6. Request for Services. The BOARD, in order to obtain the services of an ALJ, shall initiate a letter to the Chief Judge, Division of Administrative Hearings, requesting the services of an ALJ and shall include with such request a copy of any materials relevant to the request. DOAH shall assign an ALJ promptly after receipt of the letter.

7. Effective Date. This Contract shall become effective on the date the last signature is made.

8. Confidentiality of Student Records. As an educational agency, the School Board is subject to all federal and state laws relating to the confidentiality of student information. Additionally, any record created as a result of a hearing held pursuant to Florida Statutes 1003.57(1)(c) and Florida Statutes 1006.07(1)(a), are confidential and exempt from disclosure under Florida's Public Records Laws.

9. Notices. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

State of Florida, Division of Administrative Hearings
Attn: Patricia Kenyon, Operations Manager
1230 Apalachee Parkway
Tallahassee, FL 32399
850-488-9675

DIVISION OF ADMINISTRATIVE HEARINGS
ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

Manatee County School Board

By: _____ Date: _____

STATE OF FLORIDA,
DIVISION OF ADMINISTRATIVE HEARINGS

By: _____ Date: 12/12/23
Megan S. Silver
Executive Director & Administrative Law Judge

AGENDA ITEM NO. 12.11

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Use of the Orange County Public Schools bid on Promotional Products, SDMC No. 24-0104-BS, Estimated in the Amount of $100,000.00 (Multiple Funding Sources)

Executive Summary
The Orange County Public Schools issued a bid for promotional products # ITB2001014. This bid will be used to purchase promotional items, trophies and plaques for various schools and departments throughout the District at a discounted price. Additional awarded suppliers may be added as needed by the District.

The requested contract is for the period of January 31, 2024 through March 10, 2024 with the option to renew 1 additional year through March 10, 2025.

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Orange County Public bid. Copies of the bid specifications and pricing are on file in the purchasing department.

Subsection 6A-1.012(6) F.A.C. In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval of the use of the Orange County Public Schools bid on promotional products, SDMC No. 24-0104-BS, estimated in the amount of $100,000.00 (multiple funding sources).

Financial Impact
The funding source for this annually estimated expenditure is various General Operating Funds, Special Projects, Grants and Federal Funds and is included in Department approved budget for 2023/2024.

Contact
Submitting Departments: Communications and Purchasing Department
Initiated By: Kevin Chapman and Ruth Gruett

Attachments:

Orange County Public Schools

445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

INVITATION TO BID AND CONTRACTOR ACKNOWLEDGEMENT FORM

POSTING DATE: **01/27/2020**

PROCUREMENT CONTACT & EMAIL:
Raquel Rodriguez, Buyer 1
Raquel.Rodriguez3@ocps.net

BID NUMBER AND TITLE:

ITB2001014 Promotional Products

BID DUE DATE & TIME:

02/17/2020 at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. YOUR RESPONSE WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER:_____ FACSIMILE NUMBER: _____

EMAIL: _____

AUTHORIZED SIGNATURE:

_____

TYPE OR
PRINTED NAME:

_____

TITLE:

DATE:

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.

SPECIFICATIONS / SCOPE OF WORK

1. **Scope**: The purpose of this solicitation is to establish a pool of qualified vendors and discounts for the purchase of promotional items, trophies and plaques at discounted prices in schools and other facilities throughout OCPS.

2. **Additional Contractors:** OCPS reserves the right to increase the pool of prequalified Contractors to provide the services included in this ITB. If deemed necessary by OCPS and subject to approval, additional providers will be added to the pool of awarded contractors. Regardless as to the year a contractor is added to the pool of awarded contractors, all awards will be terminated at the end of this BID.

3. Contractor will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid submittal rejection or award cancellation.

4. **Acceptance of Commodities and/or Services**
   The commodities and/or services to be provided hereunder shall be delivered to OCPS, in full compliance with the specifications and requirements set forth in this contract. If the product provided by Contractor is determined to not meet the specifications and requirements of this contract, either upon initial inspection or discovered at a later date, the item will be returned, at Contractor expense, to Contractor. At OCPS's own option, Contractor shall either provide an approved replacement, or provide a full credit for the returned product. Contractor shall not assess any additional charge(s) for any conforming action taken by OCPS under this clause.

5. **Substitutes**
   Unapproved substitutes shall not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment in order to determine if a substitute is acceptable.

6. **New Items**
   New items appearing in the awarded Contractor's catalog released after the BID opening date are to be covered by the bid as if these items were originally included in the catalog(s) submitted with the BID.

7. **Estimated Dollar Value**
   No guarantee of the dollar amount of this bid is implied or given.

8. **Minimum Order**
   If Contractor wishes to set a minimum order amount for customized items only, they must indicate in the space provided on the Bid Price Sheet.

   There shall be no minimum amount to be delivered at one time for any stocked (non-customized) items.

9. **Orders**
   The District is <u>not</u> obligated to place any order with any vendor participating in this bid, however, all schools and departments will be urged to refer to catalogs and discounts of participating vendors in their attempts to fill their requirements at the lowest prices.

10. **Damaged Items**
    In the event an item is received, and it is later determined there is concealed damage when the item is unpacked, the items must be replaced by the awarded Contractor at no cost to the School Board.

11. **Area Representative**
    Contractor should indicate on the Bid Price Sheet the name, phone number and email address, of the vendor representative(s) who will provide quotes to the schools and departments and will be available for consultations when requested and provide assistance with any order issues. This information will be provided to all District staff to use when requesting quotes and must be accurate and updated in order for awarded vendors to continue to have an opportunity to receive request for quotes for promotional items, trophies and plaques.

    It is the Contractor's responsibility to update their sales representative contact information for the duration

of this contract by notifying the purchasing agent of any changes.

It is the Contractor's responsibility to ensure the person listed as their sales representative is fully aware of the terms and conditions of this bid and that they provide prices at the lowest prices possible when a request is made.

12. **Quotes**
    All quotes submitted to OCPS shall clearly identify the list price, discount percentage, unit price and the extended price.

BID PRICE SHEET

ITEM	DESCRIPTION	DISCOUNT OFF LIST PRICING	EXCEPTIONS/EXCLUSIONS
1	Awards (Certificates, Letters, Ribbons, etc.)	**%**	
2	Bags (Duffel, Backpacks, Drawstring, Coolers, etc.)	**%**	
3	Drinkware	**%**	
4	Plaques	**%**	
5	Promotional Items (Balls, Keychains, Cushions, etc.)	**%**	
6	Trophies	**%**	
7	Wearables (Pins, Patches, etc.)	**%**	
8	Writing Instruments	**%**	
9	Apparel	**%**	
10	Technology	**%**	
11	Outdoor and Leisure	**%**	
12	Balance of Line Product Discount	**%**	
13	Discount off Set-Up Fee (Customized Items Only)	**%**	
14	Delivery Timeframe for Stocked (Blank) Items	**Days**	
15	Delivery Timeframe of Customized Items	**Days**	
16	Does your company have the ability to set up a customized website to link with our contract pricing? (Yes or No)		

Title: Promotional Products
Bid #: ITB2001014

Orange County Public Schools

Vendor #	Awarded Vendor	Vendor Phone	Vendor Contact	Email	Awarded Amount
146471	A&G Marketing Group	407-323-9056	Pablo Prahl	Orders@MarketingbyProforma.com	500,000
1021413	AMC Promotional Products	877 2411160	David Doyle	david@amcpromotionalproducts.com	
111485	American Ad Specialties, Inc	407 6497784	Tammy Lamm	tammy@americanadspec.com	
1016820	Authentic Promotions.com	800 4977765	Peter Carmazzi	peter@authenticpromotions.com	
143829	BSN Sports Inc.	800 4459446	William Rusnak	passonsbid@sportsupplygroup.com	
1018585	Douglas Demaree dba Campus Pros LLC	407-647-4373	Doug & Juliet Demaree	campuspros@herfforlando.com	
145680	Eliassen & Associates, Inc.	954 5666166	Adria Eliassen	adria@eliasseninc.com	
1023962	florida biz connection,llc	407 7860430	Tony Kochak	crownalt@gmail.com	
140676	Graphic Reproductions, Inc	321 2671111	Dan Ramsey	graphicpress-dan@cfl.rr.com	
134292	Hofmann & Leavy	954 6980000	Roger Leavy	roger@tasseldepot.com	
145686	icyTalent Group, Inc.	800 4567490	Keel Russell	keel@icytalent.com	
120292	imagestuff.com	877 7737705	Juli Dellalibera	juli@imagestuff.com	
132854	Impress Ink, LLC.	407 9825646	Andrew Roca	shop@impressink.com	
	Ingage, LLC	407 4620222	Lisa Marcheskie	lisam@ingageincentives.com	
109057	Jostens Inc dba Neff Motivation, Inc.	800 2326333	Tara Adams	tara.adams@jostens.com	
124205	Joy Products of Ca, Inc. dba Coastal	714 4377250	Shayne Perkins	goods@coastalsportswear.com	
119197	MTM Recognition	800 8970108	Molly Martin	mmartin@mtmrecognition.com	
110903	Positive Promotions	877 2581225	Jason Riccardi	bids@positivepromotions.com	
1017290	ProLogo Branding.com	407 7309831	Pete Radcliffe	jill@prologobranding.com	
146131	Promotional Specialties of S FL	954 4234181	Elizabeth Berg	promospecialties@aol.com	

Item	Description	UOM	American Ad Specialties, Inc Discount Off List Pricing	Authentic Promotions.com Discount Off List Pricing	BSN Sports Inc Discount Off List Pricing	Joy Products of Ca, Inc. dba Coastal Enterprises Discount Off List Pricing	Graphic Reproductions, Inc Discount Off List Pricing	Hofmann & Leavy Discount Off List Pricing	icyTalent Group, Inc Discount Off List Pricing	Imagestuff.com Discount Off List Pricing	Impress Ink, LLC Discount Off List Pricing	Ingage, LLC Discount Off List Pricing	MTM Recognition Discount Off List Pricing	Jostens Inc dba Neff Motivation, Inc. Discount Off List Pricing	Positive Promotions Discount Off List Pricing	ProLogo Branding.com Discount Off List Pricing	Promotional Specialties of S FL Discount Off List Pricing	AMC Promotional Products Discount Off List Pricing	florida biz connection,llc Discount Off List Pricing	Eliassen & Associates, Inc. Discount Off List Pricing	A&G Marketing Group Discount Off List Pricing	Douglas Demaree dba Campus Pros LLC Discount Off List Pricing
1	Awards (Certificates, Letters, Ribbons, etc.)	%	20.00%	20.00%	0.00%	0.00%	8.00%	20.00%	30.00%	0.00%	0.00%	50.00%	0.00%	5.00%	5.00%	N/A	15.00%	0.00%	16.00%	24.00%	0.00%	0.00%
2	Bags (Duffel, Backpacks, Drawstring, Coolers, etc.)	%	20.00%	20.00%	10.00%	10.00%	8.00%	10.00%	25.00%	0.00%	0.00%	50.00%	0.00%	0.00%	5.00%	20.00%	15.00%	0.00%	N/A	24.00%	0.00%	0.00%
3	Drinkware	%	20.00%	20.00%	10.00%	0.00%	8.00%	20.00%	30.00%	0.00%	0.00%	50.00%	0.00%	0.00%	5.00%	15.00%	15.00%	0.00%	16.00%	24.00%	0.00%	0.00%
4	Plaques	%	20.00%	20.00%	0.00%	0.00%	8.00%	20.00%	25.00%	0.00%	0.00%	50.00%	0.00%	5.00%	5.00%	N/A	15.00%	0.00%	16.00%	22.00%	0.00%	0.00%
5	Promotional Items (Balls, Keychains, Cushions, etc.)	%	20.00%	20.00%	10.00%	0.00%	8.00%	25.00%	30.00%	0.00%	0.00%	50.00%	0.00%	0.00%	5.00%	15.00%	15.00%	0.00%	N/A	24.00%	0.00%	0.00%
6	Trophies	%	20.00%	20.00%	0.00%	0.00%	8.00%	20.00%	20.00%	0.00%	0.00%	50.00%	0.00%	5.00%	5.00%	N/A	15.00%	0.00%	16.00%	22.00%	0.00%	0.00%
7	Wearables (Pins, Patches, etc.)	%	20.00%	20.00%	10.00%	0.00%	8.00%	25.00%	25.00%	0.00%	0.00%	50.00%	0.00%	5.00%	5.00%	15.00%	15.00%	0.00%	N/A	24.00%	0.00%	0.00%
8	Writing Instruments	%	20.00%	20.00%	10.00%	0.00%	8.00%	20.00%	30.00%	0.00%	0.00%	50.00%	0.00%	0.00%	5.00%	15.00%	15.00%	0.00%	N/A	25.00%	0.00%	0.00%
9	Apparel	%	20.00%	20.00%	10.00%	10.00%	8.00%	10.00%	20.00%	0.00%	0.00%	50.00%	0.00%	5.00%	5.00%	20.00%	15.00%	0.00%	16.00%	24.00%	0.00%	0.00%
10	Technology	%	20.00%	20.00%	0.00%	0.00%	8.00%	10.00%	20.00%	N/A	0.00%	50.00%	0.00%	0.00%	5.00%	15.00%	0.00%	0.00%	N/A	24.00%	0.00%	0.00%
11	Outdoor and Leisure	%	20.00%	20.00%	10.00%	0.00%	8.00%	15.00%	20.00%	N/A	0.00%	50.00%	0.00%	5.00%	5.00%	15.00%	15.00%	0.00%	N/A	24.00%	0.00%	0.00%
12	Balance of Line Product Discount	%	20.00%	20.00%	10.00%	0.00%	8.00%	22.00%	20.00%	N/A	0.00%	50.00%	0.00%	5.00%	5.00%	15.00%	5.00%	0.00%	12.00%	24.00%	0.00%	0.00%
13	Discount off Set-Up Fee (Customized Items Only)	%	1.00%	10.00%	0.10%	0.00%	8.00%	10.00%	20.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	YES	0.00%	0.00%	25.00%	5.00%	0.00%	0.00%
14	Delivery Timeframe for Stocked (Blank) Items	Days	2-4	3-5	N/A	5-10	7-14	N/A	7-10	5	7	N/A	AS SHOWN IN CATALOG	15-20	15-20	2	3-7	5-7	3-5	N/A	N/A	N/A
15	Delivery Timeframe of Customized Items	Days	2-12	10-15	N/A	1025	21	N/A	10-20	5	2	N/A	AS SHOWN IN CATALOG	35-40	15-20	10	5-15	14-20	8-12	N/A	N/A	N/A

AGENDA ITEM NO. 12.12

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Lakewood Ranch High School - Classroom Addition (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent or his designee to execute a Certificate of Substantial Completion for the Lakewood Ranch High School - Classroom Addition. Substantial Completion has been established by the Project Architect, Construction Manager, and Department of Construction Services as of December 15, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is substantially complete.

Lakewood Ranch High School - Classroom Addition Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Substantial Completion for the District regarding the Lakewood Ranch High School - Classroom Addition. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Lakewood Ranch High School - Classroom Addition - Summary Sheet
Lakewood Ranch High School - Classroom Addition - Substantial Completion

Lakewood Ranch High School Classroom Addition

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Hepner Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Ajax Building	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	GFA International, Inc.	Currently on the District's continuing contracts list

PROJECT BUDGET:

$	18,928,381.00	Revised Total Project Budget (Security Admin Office)
$	18,833,522.00	Revised Total Project Budget (Budget Workshop 8/12/2022)
$	16,500,000.00	Original Project Budget (05/25/2021)

The student station cost is based on the project construction budget which is $15,204,084.00 / 528 student stations = $28,796.00 per student station. The Florida average cost per student station is $33,280.00.

HISTORY: Lakewood Ranch High School is located at 5500 Lakewood Ranch Boulevard on 105 acres and was originally built in 1998. The student capacity is 1955 and houses grades nine thru twelve. An addition to Building 7 for the wrestling program, renovations to building 6, expansion of the parking lot, band practice field, an outdoor covered eating area, and additional portables have been completed in the past. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021.

SCOPE: The scope of work will consist of a new two-story classroom building consisting of twenty (20) classrooms, and (2) physical science labs, a new cooling tower, chiller, replacement boiler, and all associated pumps. Site work will include relocating the existing retention pond and a courtyard connection to existing Building 5.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$979,050.00	May 25, 2021	Approved	Architectural/Engineering Services
Phase I Plans	$0.00	January 11, 2022	Approved	Schematic Design
Letter of Commitment	$0.00	January 11, 2022	Approved	AE Letter
Phase II Plans	$0.00	January 11, 2022	Approved	Design Development
Letter of Commitment	$0.00	January 11, 2022	Approved	Third Letter
Phase III Plans	$0.00	August 23, 2022	Approved	Construction Documents
Amendment 1	$122,422.00	May 23, 2023	Approved	Campus Wide Reroof - Additional Design and Construction Administration Fees
TOTAL	$1,101,472.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	February 9, 2021	Approved	
Agreement:	$ 46,200.00	May 25, 2021	Approved	Pre-Construction Services
Letter of Commitment	$0.00	January 11, 2022	Approved	CM Letter
Amendment 1	$ 131,807.00	April 12, 2022	Approved	Partial Guaranteed Maxiumum Price (GMP)
Amendment 2	$15,026,077.00	August 23, 2022	Approved	Guaranteed Maxiumum Price (GMP)
Amendment 3	$ 94,859.00	December 13, 2022	Approved	Guaranteed Maximum Price - Office Enhancements
Sub Completion	0.00	January 30, 2024	Pending	Sub-Stantial Completion
TOTAL	$15,298,943.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$88,440.00	October 26, 2021	Approved	Plans Review, Permitting & Inspections
TOTAL	$88,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Agreement	$52,972.00	June 14, 2022	Approved	Mechanical-Electrical Commissioning
TOTAL	$52,972.00			

SUBSTANTIAL COMPLETION

Project: Lakewood Ranch H.S. Classroom Addn.
Location: 5500 Lakewood Ranch Blvd.
Bradenton, FL. 34211

Project Number: 3951539830

Contract Date: 05/26/21

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Hepner Architects, Inc.
601 S Boulevard, Suite 100
Tampa FL, 33606

CM: Ajax Building Company
1096 Commerce Boulevard
Oldsmar, FL 34677

Date of Issuance: 12/15/23

Project or Designated Portion shall include:

Two Story classroom.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

12/15/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Hepner Architects, Inc. — BY — 12.15.23
ARCHITECTURAL FIRM — DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) 30 days from the above date of Substantial Completion.

Ajax Building Company — BY — 12-15-2023
CONTRACTOR — DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 12/15/2023 (date).

SCHOOL BOARD OF MANATEE COUNTY — BY — DATE
OWNER

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

John Williams (Dec 19, 2023 14:52 EST) 12/19/2023

William Horton 12/21/2023

AGENDA ITEM NO. 12.13

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Southeast High School - New Science Building (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent or his designee to execute a Certificate of Substantial Completion for the Southeast High School - New Science Building. Substantial Completion has been established by the Project Architect, Construction Manager, and Department of Construction Services as of December 13, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is substantially complete.

Southeast High School - New Science Building Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Substantial Completion for the District regarding the Southeast High School - New Science Building. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Southeast High School - New Science Bldg - Project Summary Sheet
SEHS New Science Building Substantial Completion

Southeast High School - New Science Building

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER: Rowe Architects — Selected through the Request for Qualifications process
CONSTRUCTION MANAGER: P.J. Hayes, Inc., d.b.a.Tandem Construction — Selected through the Request for Qualifications process
BUILDING OFFICIAL:

PROJECT BUDGET: $16,743,311.90 Revised Total Project Budget (9/08/23)
$13,229,500.00 Original Project Budget (02/22/22)

HISTORY: Southeast High School was originally constructed in 1958, and underwent its last major renovations in 1997. The facility has 37 permanent structures located on 51 Acres at 1200 37th Avenue East, Bradenton, and currently serves 1,711 Students. The Science/Art Lab Building was built in 1985, is obselete and requires replacement.

SCOPE: The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which is proposed to house eleven (11) classrooms/labs. The proposed program will include eight (8) Science Classrooms/Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces. The project will be constructed on an occupied campus and will include demolition of existing structures and phased in a manner to insure student and staff safety.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes Educational Plant Survey 6.1 Board Approved 06/28/22

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	1,058,360.00	March 8, 2022	Approved	Architectural/Engineering Services
TOTAL	$1,058,360.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	38,431.70	March 8, 2022	Approved	Pre-Construction Services
Amendment 1:	705,879.38	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	338,267.22	October 25, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Amendment 3:	12,163,489.19	November 8, 2022	Approved	Guaranteed Maximum Price - Amendment 3
Change Order 1 & 2:	(285,942.54)	February 14, 2023	Approved	Deduct Direct Material Purchases & Sales Tax Savings
Change Order 3:	(952,310.68)	May 9, 2023	Approved	Deduct Direct Material Purchases
Change Order 4:	(258,827.87)	June 27, 2023	Approved	Deduct Direct Material Purchases
Change Order 5:	(364,568.35)	September 26, 2023	Approved	Deduct Direct Material Purchases
Change Order 6:	0.00	Janauary 16, 2024	Approved	Extend Contract Time
Sub Completion:	0.00	January 30, 2024	Pending	Sub-Stantial Completion
TOTAL	11,384,418.05			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	23,704.00	June 3, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$23,704.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Conceptional Study	19,926.00	September 15, 2021	Not Required	Currently on the District's Continuing Contracts List
Asbestos Survey	3,875.00	April 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Mech. Elec. Comm. Serv	25,000.00	May 02,2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$28,875.00			

SUBSTANTIAL COMPLETION

Project: Southeast High School - New Science Building
Location: 1200 37th Avenue East
Bradenton, FL 34208

Project Number: 000000000225

Contract Date: 3/9/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Rowe Architects, Inc
100 East Madison Street, Suite 200
Tampa, Florida 33602

CM: Tandem Construction
5391 Lakewood Ranch Boulevard
Suite 200
Sarasota, Florida 34240

Date of Issuance: 12/13/23

Project or Designated Portion shall include:

New two-story building located on the Southeast High School campus which houses eight (8) Science Classrooms / Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

12/13/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Rowe Architects
ARCHITECTURAL FIRM

BY

12.13.2023
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ~~90~~ Ninety days from the above date of Substantial Completion.

Tandem Construction-
PS Hayes Inc
CONTRACTOR

BY

12-13-23
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 p.m. (time) on 12/13/23 (date).

SCHOOL BOARD OF MANATEE COUNTY
OWNER

BY

DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

AGENDA ITEM NO. 12.14

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Palm View and Samoset Elementary Schools - Administrative Office Enhancements (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent or his designee to execute a Certificate of Substantial Completion for the Palm View and Samoset Elementary Schools - Administrative Office Enhancements. Substantial Completion has been established by the Project Architect, Construction Manager and Department of Construction Services as of August 9, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no financial impact or additional budget requirement for the Board to acknowledge that the project is substantially complete.

Palm View and Samoset Elementary Schools - Administrative Office Enhancements Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Substantial Completion for the District regarding the Palm View and Samoset Elementary Schools - Administrative Office Enhancements. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Palm View & Samoset - Admin Office Enhancements - Summary Sheet
Palm View and Samoset Elementary Schools - Admin Lobby Enhancements - Substantial Completion

Palm View and Samoset Elementary School - Administrative Office Enhancements

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER: Sweet Sparkman Architects, Inc. — Selected through the Request for Qualifications
CONSTRUCTION MANAGER: Willis Smith Construction — Selected through the Request for Qualifications
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $ 644,566.84 (01/09/23) Original Project Budget

HISTORY: Palm View was originally built in the early 1900's. Renovations and a replacement building were completed in 2006. In 2019, Palm View became a Wozniak University School, and a plan was created to make it a K-8 School. With addition to Middle School Students in March 2020, an addition of a gymnasium was built. Samoset Elementary School was originally constructed in 1934. The original facility was demolished and a new school was constructed in 2002. In September 2006, a two story 14 classroom addition was constructed.

SCOPE: The scope of work includes, but is not limited to, the separation of the visitors from the school staff within a walled lobby area, teller type windows, counter with amplified speakers, new doors with magnetic locks, fire alarm, remote door releases, existing counters to be replaced with four receptionist/secretarial stations, security cameras in the lobby at Palm View K8 and Samoset Elementary Schools.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$42,819.00	July 26, 2022	Approved	Architectural/Engineering Services
TOTAL	$42,819.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 7,735.00	March 28, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 506,163.00	June 13, 2023	Approved	Guaranteed Maximum Price
Substantial Completion	0.00	January 30, 2024	Pending	Substantial Completion
TOTAL	$ 513,898.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL	$0.00			

SUBSTANTIAL COMPLETION

Project:	Palm View / Samoset Administrative Office Enhancements	Project Number:	CON 0322
Location:	Palm View K8 - 6025 Bayshore Rd., Palmetto, FL 34221 Samoset Elem. - 3300 19th St. E., Bradenton, FL 34208	Contract Date:	March 28, 2023
Owner:	School Board of Manatee County c/o Dept of Construction Services 1 Matzke Way Bradenton, FL 34208	Contractor:	Willis A. Smith Construction, Inc. 5001 Lakewood Ranch Blvd. Sarasota, FL 34240

Date of Issuance: August 9, 2023

Project or Designated Portion shall include:

Palm View K-8 and Samoset Elementary Schools - Administrative Office Security Renovations

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as: August 9, 2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

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does not alter the responsibility
of the contractor to complete all work in accordance with the contract documents.

Sweet Sparkman Architecture — ARCHITECTURAL FIRM
BY
8/9/23 — DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 60 (sixty) days from the above date of Substantial Completion.

Willis A. Smith Construction, Inc. — CONTRACTOR
BY
8/9/23 — DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 4:00 PM on August 9, 2023.

SCHOOL BOARD OF MANATEE COUNTY — OWNER
BY
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Until completion of attached punchlist)

John Williams (Jan 8, 2024 10:24 EST) — 01/08/2024

William Horton — 01/08/2024

AGENDA ITEM NO. 12.15

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Haile Middle School - Classroom Addition and Renovation (No Financial Impact) - Updated 2024-01-26

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Certificate of Substantial Completion (Partial - Building 4 only) for the Haile Middle School - Classroom Addition and Renovation. Substantial Completion has been established by the Project Architect, Construction Manager and Department of Construction Services as January 8, 2024. Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no financial impact or additional budget requirement for the Board to acknowledge that the project is substantially Complete.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Substantial Completion for the District regarding the Haile Middle School - Classroom Addition and Renovation. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile Middle School Classroom Addition and Building Renovation Summary Sheet
HAM Add and Reno Bldg 4 Substantial Completion

HAILE MIDDLE SCHOOL CLASSROOM ADDITION AND BUILDING RENOVATION

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates		Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company		Selected through the Request for Qualifications
BUILDING OFFICIAL:	Engineering Consulting Services Florida		Currently on the District's Continuing Contract List
PROJECT BUDGET:	$	45,204,358.00	(06/27/2023) Revised Project Budget
	$	43,704,357.67	(07/26/2022) Original Project Budget

HISTORY:

Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE:

The scope of work will include but is not limited to, a ten (10) classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY:

Funding source that does not require an Educational Plant Survey have been utilized .

INCLUDED IN 5-YEAR PLAN:

Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 2,059,250.00	July 26,2022	Approved	Architectural/Engineering Services
TOTAL	$ 2,059,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 100,000.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 2,544,089.00	April 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 837,538.00	June 27, 2023	Approved	Early Procurement Materials
Amendment 3:	$ 33,299,622.00	August 8, 2023	Approved	Guaranteed Maximum Price
Change Order 1:	$ (3,091,008.70)	January 16, 2024	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (954,721.34)	January 30, 2024	Pending	Deduct Direct Materials Purchased
Substantial Completion:	$ -	January 30, 2024	Pending	Substantial Completion on January 8, 2024
TOTAL	$ 32,735,518.96			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 38,705.00	March 8, 2023	Not Required	Contract #314
TOTAL	$ 38,705.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

SUBSTANTIAL COMPLETION

Project: Haile MS Classroom Addition & Renovation
Location: 9501 E. SR64E
Manatee, FL 34212

Project Number: 3951575966

Contract Date: 7/27/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Long & Associates
4525 S. Manhattan Avenue
Tampa, FL 33611

CM: Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

Date of Issuance: 01/08/2024

Project or Designated Portion shall include:

Renovation for Bldg. #4

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

01/08/2024

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Bldgs. 1,2,3,5,6,7,8&9

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

LONG & ASSOCIATES
ARCHITECTURAL FIRM

BY

1-16-24
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (30) Thirty days from the above date of Substantial Completion.

HALFACRE CONSTRUCTION COMPANY
CONTRACTOR

BY

1·12·24
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 01/08/24 (date).

SCHOOL BOARD OF MANATEE COUNTY
OWNER

BY

DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

JM 01/17/2024

WFH 01/17/2024

AGENDA ITEM NO. 12.16

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 2 - Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $954,721.96 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 2 to the Agreement between Owner and Halfacre Construction Company, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase Program to save sales tax.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Change Order 2 - Agreement between Owner and Halfacre Construction Company, decrease in the amount of $954,721.96 (Capital Funds).

Financial Impact
The amount of Change Order 2 is a decrease of $954,721.96. The revised Guaranteed Maximum Price is $32,735,518.34 and is included in the total project budget of $45,204,358.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile Middle School Classroom Addition and Building Renovation Summary Sheet
Haile MS Add and Reno CM CO 2

HAILE MIDDLE SCHOOL CLASSROOM ADDITION AND BUILDING RENOVATION

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates		Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company		Selected through the Request for Qualifications
BUILDING OFFICIAL:	Engineering Consulting Services Florida		Currently on the District's Continuing Contract List
PROJECT BUDGET:	$	45,204,358.00	(06/27/2023) Revised Project Budget
	$	43,704,357.67	(07/26/2022) Original Project Budget

HISTORY:

Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE:

The scope of work will include but is not limited to, a ten (10) classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY:

Funding source that does not require an Educational Plant Survey have been utilized .

INCLUDED IN 5-YEAR PLAN:

Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 2,059,250.00	July 26,2022	Approved	Architectural/Engineering Services
TOTAL	$ 2,059,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 100,000.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 2,544,089.00	April 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 837,538.00	June 27, 2023	Approved	Early Procurement Materials
Amendment 3:	$ 33,299,622.00	August 8, 2023	Approved	Guaranteed Maximum Price
Change Order 1:	$ (3,091,008.70)	January 16, 2024	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (954,721.96)	January 30, 2024	Pending	Deduct Direct Materials Purchased
Substantial Completion:	$ -	January 30, 2024	Pending	Substantial Completion on January 8, 2024
TOTAL	$ 32,735,518.34			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 38,705.00	March 8, 2023	Not Required	Contract #314
TOTAL	$ 38,705.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

Signature: Jeff Medwetz

Email: MedwetzJ@Manateeschools.net

Signature: William Horton

Email: hortonw@manateeschools.net

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Haile Middle School
Renovations and Additions

TO: (Contractor): Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

CHANGE ORDER NUMBER: 2

CHANGE ORDER DATE:

DISTRICT PROJECT NO: CON #254

CONTRACT FOR: General Construction

CONTRACT DATE: July 27, 2022

You are directed to make the following changes in this Contract:

Deduct the value of Owner Purchase Orders written per Direct Materials Purchase Program on 2 page PCO #002

	#	Vendor		Sub	
14. Direct Purchase PO	106953	Rosi, LLC	Material		$ (163,664.62)
15. Direct Purchase PO	106502	L&W Supply	Material		$ (22,400.00)
16. Direct Purchase PO	106550	Ameripipe Supply	Material		$ (47,770.82)
17. Direct Purchase PO	106587	Seaman Corporation	Material		$ (391,042.01)
18. Direct Purchase PO	107629	Centerhill Building Products, LL	Material		$ (123,897.44)
19. Direct Purchase PO	106932	Integrated Door Systems - exte	Material		$ (205,947.07)

Total of Summary $ (954,721.96)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	$ 100,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 33,590,240.30
The (Guaranteed Maximum Price) prior to the Change Order was.....	$ 33,690,240.30
The (Guaranteed Maximum Price) will be (decreased) by this Change Order	$ (954,721.96)
The new (Guaranteed Maximum Price) including this Change Order will be.....	$ 32,735,518.34
The Contract time will be (unchanged) by.....	(0) Days
The date of Substantial Completion as of the date of the Change Order is.....	TBD

Long & Associates	Halfacre Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
4525 S. Manhattan Avenue	7015 Professional Parkway	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 12/19/23	Date: 12/19/23	Date:

JM 01/17/2024

WFH 01/17/2024

AGENDA ITEM NO. 12.17

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of North County Middle School - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the amount of $68,543,040.26 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Willis A. Smith Construction, which authorizes the Guaranteed Maximum Price (GMP) for the North County Middle School and allows the Construction Manager to construct a two-story brick veneer prototype containing 1,268 student station and all improvements required for a dynamic, state of the art learning environment.

North County Middle School Summary Sheet is attached for reference.

The Full Guaranteed Maximum Price Book is on file in the Department of Construction Services.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of North County Middle School - Agreement between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the amount of $68,543,040.26 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $68,543,040.26. The Guaranteed Maximum Price, including this Amendment 1, is $68,770,540.26 and is included in the total project budget of $75,000,000.00. **Project funded by Capital funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
North County Middle School Summary Sheet
North County MS CM Amendment 1 & Revised Exhibits

North County Middle School

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's continuing contracts list.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET: $ 75,000,000.00 (June 2, 2023, Board Workshop) Original Project Budget

HISTORY: A new middle school is needed to serve students in north/east county, as there is significate growth in the area. The new school will be constructed on a greenfield in North Manatee county on a 30 acre site located within the North River Ranch planned development located west of Fort Hamer Road and north of proposed Road FF.

SCOPE: Construction of a two (2) story brick veneer containing 1,268 student stations and all improvements required for a dynamic, state-of-art learning environment for grades six through eight.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No. Funding source does not require a spot survey

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	FS 1013.45.4 Prototype
Agreement:	$ 3,127,162.00	July 25, 2023	Approved	Architectural/Engineering Services
A/E 1st Letter:	$0	Date		
Phase I Plans:	$0	Date		
Ed Specs:	$0	Date		
A/E 2nd Letter:	$0	Date		
Phase III Plans:	$0	Date		
Phase II Plans:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$ 3,127,162.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	July 25,2023	Approved	Selection Process
Agreement:	$ 227,500.00	July 25,2023	Approved	Pre-Construction Services
Amend #1:	68,543,040.26	January 30, 2024	Pending	Guaranteed Maximum Price
CO 1:	$0	Date		DMP Materials
CO 2:	$0	Date		DMP Sales Tax Savings
Substantial Comp:	$0	Date		*Description & Actual Date*
TOTAL	$68,770,540.26			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	318,500.00	December 12, 2023	Approved	Plans Review, Permitting & Inspection Svcs
TOTAL	**$318,500.00**			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: North County Middle School
Construction Manager: Willis A. Smith Construction
Construction Manager Address: 5001 Lakewood Ranch Blvd. North
Sarasota, Florida 34240

The work is as follows: The scope of work consists of the construction of a two story brick veneer prototype containing 1,268 student station and all improvements required for a dynamic, state of the art learning environment for grades six through eight.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (Increased) (~~decreased~~) (~~unchanged~~) By: one month

Date of Substantial Completion including this amendment: July 2025

Amount of Amendment:	$ 68,543,040.26
Previous Amount of Pre-Construction ~~GMP~~:	$ 227,500.00
New Total Amount of GMP:	$ 68,770,540.26

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Nathan Carr VP Name/Title: DAVID OTTEMANN VP

As Witnessed: _____
Taylor Aultman

Willis A. Smith Construction, Inc.
(Name of Corporation)

(Corporate Seal)

Willis A. Smith Construction, Inc. CORPORATE SEAL FLORIDA 1972

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
Reginald Gee (Jan 17, 2024 11:24 EST)

William Horton, Director

Joseph A. Ranaldi, Deputy Superintendent
Joseph A. Ranaldi (Jan 17, 2024 17:55 EST)

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

North County Middle School
North River Ranch, Manatee County Florida

Total Project Budget:

Design Services	$ 3,127,162.00
Construction Services	$68,770,540.00
Owner Services	$ 1,377,818.00
FF& E Technology	$ 1,724,480.00
Total Project Budget	$75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	July 2023
Date of Substantial Completion	July 2025
Date of Final Completion	July 2025

Architect/Engineer ("AE")

Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, Florida 34232
Office: (941) 954-7632

Construction Manager ("CM")

Willis A. Smith Construction
5001 Lakewood Ranch Blvd.
Sarasota, Florida 34236
Office: (941) 366-3116

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	62,363,334.00
General Conditions	4,791,868.34
Overhead and Profit (CM Fee)	3,173,171.16
Preconstruction	$227,500.00 (Approval July 25, 2023)
Unforeseen Conditions	1,870,900.00
Bond	719,826.76
Repurpose DMP Tax Savings w/in GMP	-780,000.00
Accepted Alternates	-3,596,060.00
Credit for Pre-Construction Contract	-227,500.00
TOTAL	$68,543,040.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ 3,173,171.16

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 2,904,461.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of % 49 of wages and % 49 of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of .997 % amount or the invoice amount and General Liability insurance will be charged at the rate of 1.30 % amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of $227,500.00

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards .20 %

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 261677

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____
Owner: School District of Manatee County
Department of Construction Services
Project Director: _____
Architect: _____

Date: _____
Request #: _____
Period ending: _____

Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director: _____ Date: _____

By DCS Director: _____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Nathan Carr	Project Executive	40%
Brian Saunders	Senior Project Manager	100%
Charles W. Wolfe	Project Manager	100%
Tyler Williams	Assistant Project Manager	100%
David Stershic	General Superintendent	10%
Thomas Daugherty	Superintendent	100%
Jacob Wong	Assistant Superintendent	100%
Wendy Gomez	Administrative Assistant	100%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: 3951539750

Project Name: North County Middle School

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Reginald L. Goff, Sr.
SBMC Project Assistant	Laura Bartels
Architect	Harvard Jolly, Inc. 6000 Cattleridge Drive, Suite 204 Sarasota, Florida 34232
Consulting Engineers	Kimley-Horn Associates 1777 Main Street, Suite 200 Sarasota, FL 34236
Structural Engineer	Hees & Associates, Inc. 1381 5th Street Sarasota, FL, 34236
Mechanical Engineer	TLC Engineering 7210 Kyle Court Sarasota, FL 34240
Electrical Engineer	TLC Engineering 7210 Kyle Court Sarasota, FL 34240
Construction Manager	Willis A. Smith Construction, Inc. 5001 Lakewood Ranch Blvd. Sarasota, Florida 34236
SBMC Instructional Member	TBD
SAC Member	TBD

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

The scope of the work consists of the construction of a two (2) story brick veneer prototype containing 1,268 student stations and all improvements required for a dynamic, state of the art learning environment for grades six through eight, in addition to the bus loop, administrative, teacher and pedestrian parking and auxiliary outdoor facilities. The school design features 21st century classroom technology, camera & monitoring systems, card access, limited accessibility, and high visibility monitoring for administration. The new school will be constructed on a greenfield site in North Manatee County. The 30.02 acre site is located within the North River Ranch planned development located west of Ft. Hamer Road and north of proposed Road FF. Since the new school design is a prototype, the design phases will be expedited.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: North County Middle School

Date: 1/15/2024

Contractor: Wills A. Smith Construction, Inc.

ITEM		ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:			
03A	Cast-In-Place Concrete/Masonry	$12,057,347.00	
03B	Precast Concrete	$1,126,200.00	
05A	Structural Steel	$2,953,303.00	
06E	Architectural Woodwork/Casework	$835,598.00	
07C	Roofing	$2,621,791.00	
07E	Fireproofing/Firestopping	$518,780.00	
08A	Doors/Frames/Hardware	$843,887.00	
08B	Overhead Doors and Grilles	$23,600.00	
08E	Glass/Glazing	$2,012,057.00	
09A	Framing and Drywall	$1,539,972.00	
09B	Cement Plastering	$54,980.00	
09D	Ceilings	$573,853.00	
09E	Flooring	$1,250,170.00	
09F	Wood Athletic Flooring	$143,420.00	
09H	Acoustical Treatments	$140,078.00	
09I	Painting and Coatings	$884,369.00	
10A	Specialties	$593,289.00	
10B	Signage	$92,723.00	
10D	Exterior Protection and Covers	$867,333.00	
10F	Interior Folding Partitions	$91,070.00	
11F	Foodservice Equipment	$1,116,037.00	
11H	Entertainment and Recreational Equipment	$81,532.00	
12A	Window Treatments	$86,049.00	
12C	Multiple Seating	$114,393.00	
13C	Metal Building Systems	$645,972.00	
13F	Greenhouses	$93,209.00	
14A	Elevators	$97,500.00	
21A	Fire Suppression	$691,027.00	
22A	Plumbing	$2,492,454.00	
23A	HVAC	$9,321,795.00	
26A	Electrical	$9,439,425.00	
31A	Earthwork/Paving/Utilities	$7,010,682.00	
32A	Pavers	$95,992.00	
32B	Athletic and Recreational Surfacing	$602,155.00	
32C	Fences and Gates	$596,246.00	
32F	Landscape/Irrigation	$632,159.00	
	Sub Total		$62,363,334.00
General Conditions:			
	General Conditions	$2,323,839.00	
	Carpentry and Installations	$580,822.00	
	Safety Awards	$134,814.81	
	Insurance/Risk Management	$876,296.27	
	Builder's Risk Insurance	$876,296.27	
	Sub Total		$4,791,868.34
Overhead & Profit (Overall Project)		$3,173,171.16	
	Sub Total		$3,173,171.16
Pre-Construction Expenses (previous contract)		$227,500.00	
	Sub Total		$227,500.00
Unforeseen Conditions:		$1,870,900.00	
	Sub Total		$1,870,900.00
Bond:		$719,626.76	
	Sub Total		$719,626.76
GMP Total			**$73,146,600.26**
Repurpose DMP tax savings within the GMP		$ (780,000.00)	
Accepted Alternates		$ (3,596,060.00)	
Credit for Preconstruction Contract		$ (227,500.00)	-$4,603,560.00
Total Amendment 1			**$68,543,040.26**

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

QUALIFICATIONS & CLARIFICATIONS

Scope of Work

- Complete Construction Management (CM) services for your project.
- All work to be per drawings and specifications prepared by Harvard Jolly dated October 25, 2023, as listed in Exhibits C (plans log) and D (specifications log), unless otherwise noted in the clarifications and exclusions listed below.
- Pre-bid RFI responses: Pre-bid RFI #'s 1 through 45
- Includes Addenda #1 - 4 (DOES NOT INCLUDE ADDENDUM 5 RECEIVED 1/3/2024)
- Proposal does not include cost/time impacts pertaining to building permit plan review , civil permit review, or other changes received after the date of this proposal.
- The Project Schedule shall be 18 Months based on the attached Project Schedule. Construction to commence after issuance of building permit and receipt of executed contract or Purchase Order.
  Project must begin by the third week of February 2024 to open by August 2025.
- Proposal is good until February 1, 2024. Approval after this date is subject to repricing.

Guaranteed Maximum Price

• The Guaranteed Maximum Price (GMP) for your project is	$	68,543,040

Clarifications

General

- Proposal is based on normal working hours (Monday - Friday 7:00am - 3:30pm).
- Includes sales tax on all materials provided to the project. Owner may elect to purchase materials over $10,000 directly for tax savings. Certain trades may have issues precluding Direct Material Purchase which will be handled on a case by case basis.
- All permits and fees (including but not limited to site, building, DOH, impact fees) are by owner except NPDES and Right-of-Way permit.
- Threshold inspections, including costs, are by owner. WASC will coordinate inspections and access.
- The amount for Payment/Performance Bond included in this GMP Estimate is a lump sum value and shall be billed upon approval of this GMP and issuance of the Bond.
- The amount for Insurance/Risk Management included in this GMP Estimate shall be billed as a lump sum value upon approval of this GMP and issuance of the Notice to Proceed.
- Builder's Risk is an allowance and shall be billed at commencement of the project. All deductibles are a cost of the project and shall be funded by the owner, if encountered. Coverage will be as follows: overall limit approximately equal to the total contract (roughly $69M); Sublimits: Named Windstorm $50M, Flood $10M, Earthquake $25M; Deductibles: AOP $50k, Water Damage $250k, Flood $500k, Named Windstorm 5% of overall limit (roughly $3.45M), Earthquake $50k.
- The Contractor Fee/Overhead included in this GMP Estimate is a lump sum value.
- Retainage shall not be held on "soft cost" portions of the work such as General Conditions, Carpentry/Installations, Insurance, Bonds, and CM Fee.

- This GMP is a total project GMP, not a line item GMP. Funds may be moved between line items within the SOV via the district's Budget Transfer form (UCF/BT) without use of Unforeseen Conditions Fund.
- Notice To Proceed (NTP) issuance to be derived from a mutually agreed upon field start date.
- The general conditions/general requirements on this project are included and approved as itemized in this guaranteed maximum price.
- Owner and Construction Manager agree that labor burden for all Willis Smith Construction employees is set at the blended rate of 49%.
- All Willis Smith Construction labor rates indicated herein are budgetary. The project will be billed only for actual labor rates plus the blended labor burden of 49%, to be adjusted over time when actual employee compensation adjusts.
- Cost escalation is included for normal market conditions is included. However, significant unexpected adjustments in pricing due to market factors out of anyone's control (for instance as it relates to steel, fuel, disposal costs, etc.) are to be considered and fairly adjusted to subcontractors where appropriate as Unforeseen Conditions Funds Items.
- Various allowances have been included as listed below or on the Division Tabs for each trade, which are made a part of this GMP Estimate.
- Owner Design Guidelines were reviewed by the design team and, to the appropriate extent, included in this project. This project was custom designed for its use and deviates from the Design Guidelines where directed by the owner and where appropriate for this project. The owner has reviewed the plans and accepts this scope of work as currently shown in plans and specifications and as represented/adjusted in these GMP documents. The Design Guidelines are not contractual documents for this project.
- All kynar products include 2 coat finish and the specified warranty.
- LEED-based and similar requirements/materials sourcing are not included.

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

QUALIFICATIONS & CLARIFICATIONS

Concrete/Masonry
- Brick is included as Utility FBS with two colors.
- The 10' wide x 4' high concrete walls and associated benches on sheets AS-009 are not included based on discussion with the owner.
- Termite treatment is included under SOG, not under footings.
- All block corners to be bullnose.
- All footings to be earth-formed.
- FF/FL standards are excluded as was done at Mona Jain MS and Sugg MS. The following is included instead standard prevails: Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- (3.05-m-) long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/4 inch (6 mm) .
- Arriscraft finished stone is included in standard colors plus and allowance of up to $20,000 for upgraded color.
- Brick ledger angles are included 10' vertically where brick does not bear on footings (such as the gym) but not where it does (such as the classroom wings).

Structural Steel
- Detail 12 on sheet S-700 does not apply and is excluded.
- Steel subcontractors fabricating steel stairs in house rather than one of specified manufacturers.
- Originally specified epicore deck is included.

Architectural Millwork/Casework/Finish Carpentry
- AWI fabrication is not included. Labels for each cabinet are not included.
- Corian price group E is included. All other colors are included as standard colors.
- Fineline is fabricating the instrument storage in house to match the Wenger model numbers.

Roofing
- Fleeceback Fibertite 050Mil XT in bonding adhesive following manufacturers recommendations is included in lieu of fully adhered asphalt.
- Shop fabricated 0.050 Aluminum coping caps are included in a std kynar finish
- PAC-Soffit panels will be .032 non - vented.
- .045 Mil Regular Fibertite membrane is included up and over parapet walls
- All metals are shop fabricated in lieu of manufacturer fabricated
- FM Global certification of assembly is not included.

Fireproofing
- We have included cementitious spray applied fireproofing on mail deck per original design notes and intumescent on trusses.
- Fireproofing is included as CAFCO Blaze Shield II and intumescent paint is included as CAFCO WB5.

Doors/Frames/Hardware
- Standard tan color for wood door lite kit is included.
- Top edge veneer at wood doors is excluded.

Overhead Doors
- Best Rolling Door is included for roll-up doors and manufacture doors in house. Products meet all listed requirements.

Glass and Glazing
- Aluminum storefront windows with white PVB interlayer is included in lieu of Kalwall at Gymnasium.
- We exclude Specification Section 08 41 13 - Aluminum Framed Storefronts, 2.6 B regarding bituminous paint.
- Material for mock-up window to be ordered concurrent to material for project (rather than delay ordering material for permanent install until after approval of mock-up). Mock-up is to verify installation only, not product selection.
- No wood bucking/blocking is included or needed.

Framing and Drywall
- No exterior ceilings are included at Stairs 1 and 3 per various details.
- All studs are the gauges indicated in G plans for non-load bearing framing. Delegated design is included for load bearing/exterior framing only as dictated in specifications.

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

QUALIFICATIONS & CLARIFICATIONS

Cement Plastering
- Building 6 dumpster enclosure assumed to be cement plaster, one side. Not specified in plans.

Ceilings
- Acoustical Baffle Ceilings 'B-1' at Media Center 1-515 have been excluded. Linear Metal Ceilings 'P-1' are included per the original 10/25/2023 design.

Flooring
- Manufacturer's high moisture adhesive is included for all products.
- Includes alternate for rolled good carpetting in base price to match Sugg Middle School.

Painting
- All ceiling paint to be the same color (steel, deck, MEP, sprinkler piping).

Specialties
- Single point finger pull latches in lieu of multi-point latches are included for the four (4) tier lockers, because multi-point latches are not available for this locker type.
- Padlocks with keys for all lockers are to be furnished by Owner.

Signage
- Architect to draw the emergency egress route maps. Willis Smith Construction will print/install the maps.

Aluminum Canopies
- Includes aluminum canopy in lieu of steel canopy between Gym and Cafeteria.
- The flashing at canopies are surface-mounted as per Peachtree (BOD) standard flashing system. Saw-cut flashing and two-piece flashings are not included.
- Canopies (BOD) and roof louvered screen enclosures include engineering with signed and sealed shop drawings, not NOA or FPA.
- Peachtree is providing a clear acrylic coat ILO asphaltic emulsion at the aluminum surfaces which will come in contact with dissimilar material.

Partitions
- STC rating is included as specified. The operable partition included does not have an NRC rating ILO specifiation section 102228 part 2.3 (A) which states panels require a minimum 0.60 NRC rating. No NRC rating is included because NRC is a laboratory rating only of perforated panels with acoustically transparent finish and a max STC rating of 45-48, and the system specified is a heavy vinyl finish and minimum 50 STC rating.
- The Green Seal Certification metioned in specification 102228 part 2.8 (F) is excluded because this certification applies to products such as paints and sealants which the operable partition doesn't require.
- The compliance with SCAQMD #1168 as mentioned in spec 102228 part 2.8 (G) is excluded because the partition is not is a freezing/thawing or directly exposed to a moist environment.

Entertainment and Recreational Equipment
- The side court basketball hoop backstops include a 10 year warranty in lieu of a lifetime warranty because a lifetime warranty is not available for basketball hoops.

Interior Athletic Flooring and Equipment
- The telescopic bleachers in the gymnasium are included as the specified size, but the quantity of 480 seats as illustratred on drawing A-101C may vary depending on approved shop drawings.

Greenhouse
- Interior shade cloth only offered in an automated retractable system. Exterior gutter to gutter shade cloth provided in white reflective material.
- 15' cooling system provided ILO specified 20' due to space constraints per mfg. recommendation.

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

QUALIFICATIONS & CLARIFICATIONS

General MEP
- All firecaulking for MEP Trades to be performed by MEP trades, not FM Global certified installer.

Fire Suppression
- Subcontractor to take over as Engineer of Record as was done at previous projects. TLC to provide acknowledgement letter.

Plumbing
- Sand or 57 stone will be used as bedding for the grease traps. No concrete will be used.
- Hydromechanical grease traps are included. Concrete grease traps will not used

HVAC
- Kiln to match that installed at MJMS and is included.
- Post-construction duct cleaning is excluded as was done at MJMS and Sugg MS.
- Louvers are following mechanical schedule rather than architectural plans.
- Trane Controls and Trane Equipment are included.

Electrical
- Main gear lead time is expected between 45-50 weeks from approval of submittal.
- BDA system is included from base price but available as an alternate.

Sitework/Utilities
- All existing fill is assumed to be structurally acceptable and free of radon, arsenic, and other contaminants. If any remediation or replacement were required, it is to be a UCF cost.
- Any necessary import fill for this project is included from the site contractor. Any surplus structural fill at completion of the project is to be removed by the site contractor and belongs to them at that point.
- Civil plans prevail over AS plans for site work and it's details.
- Striping is per civil plans, not AS plans.
- Site to have existing organics disced in and then have Universal test for organic content and previously performed on Sugg MS and Mona Jain MS.
- Exotics removal is included for the work area of the project. It is not included in wetland/buffer/non-work areas of the property. Future maintenance of exotics removal after completion of the project is not included.
- No protected species are known to CM on this site and no mitigation/relocation is included.

Athletic and Recreational Surfacing
- 100% Virgin asphalt may or may not be available at time of installation.
- We have included (2) coats of acrylic resurfacer as this is a new installation and is per manufacturer's recommendations.
- Base at play courts will be limerock, crushed concrete, or shell, based on commercial availability at the time of install and will maintain structural equivalency.

Aluminum and Chain Link Fencing
- Bike Rack double gates are Chain Link not decorative aluminum.

Landscaping
- Excluded irrigation for the following beds in the Ag area on sheet AS-002.4 items A1 - A6. Indicated as OFOI.
- Temporary reclaimed water irrigation utility usage bills is not included.

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

QUALIFICATIONS & CLARIFICATIONS

Allowances

• Builders Risk Coverage	$	876,296

Alternates

- See Alternates Tab.

Exclusions

- Professional Architectural and Engineering
- Jessica Lunsford Act badging for the duration of construction is excluded as agreed upon. Once facility is open and has students, Jessica Lunsford badging does apply for the duration of the warranty.
- Utility and Gas Connection Fees, Meters and Service
- Cable, Fiber and Internet Fees
- Furniture, Fixtures, and Equipment

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Guaranteed Maximum Price
January 15, 2024

Schedule — 18 Months
Project Area (Square Feet) — 161,394

DIVISION	SCOPE OF WORK	TOTAL	COMMENTS
03A	Cast-In-Place Concrete/Masonry	12,057,347	
03B	Precast Concrete	1,128,200	
05A	Structural Steel	2,953,303	
06E	Architectural Woodwork/Casework	635,596	
07C	Roofing	2,821,791	
07E	Fireproofing/Firestopping	518,780	
08A	Doors/Frames/Hardware	843,887	
08B	Overhead Doors and Grilles	23,600	
08E	Glass/Glazing	2,012,057	
09A	Framing and Drywall	1,539,972	
09B	Cement Plastering	54,960	
09D	Ceilings	573,853	
09E	Flooring	1,250,170	
09F	Wood Athletic Flooring	143,420	
09H	Acoustical Treatments	140,078	
09I	Painting and Coatings	684,369	
10A	Specialties	593,289	
10B	Signage	92,723	Includes Monument Sign
10D	Exterior Protection and Covers	887,333	
10F	Interior Folding Partitions	91,079	
11F	Foodservice Equipment	1,116,037	
11H	Entertainment and Recreational Equipment	81,532	Interior Athletic Equipment
12A	Window Treatments	86,949	
12C	Multiple Seating	114,393	
13C	Metal Building Systems	645,972	
13F	Greenhouses	93,209	
14A	Elevators	97,500	
21A	Fire Suppression	691,027	
22A	Plumbing	2,492,454	
23A	HVAC	9,321,795	
26A	Electrical	9,439,425	
31A	Earthwork/Paving/Utilities	7,010,682	
32A	Pavers	95,992	
32B	Athletic and Recreational Surfacing	802,155	Includes Exterior Athletic Equipment
32C	Fences and Gates	596,246	
32F	Landscape/Irrigation	632,159	
	SUBTOTAL	62,363,334	
	Unforeseen Conditions Fund	1,870,900	3.00%
	SUBTOTAL	$ 64,234,234	
	Contractor Fee/Overhead	3,173,171	4.94%
	SUBTOTAL	$ 67,407,405	
	General Conditions	2,323,639	
	Carpentry and Installations	580,822	
	Safety Awards	134,815	0.20%
	Insurance/Risk Management	876,296	1.30%
	Builder's Risk Insurance	876,296	1.30%
	SUBTOTAL	$ 72,199,274	
	Payment/Performance Bond	719,827	0.997%
	GRAND TOTAL	$ 72,919,100	
	Repurpose DMP tax savings within the GMP	$ (780,000)	
	Accepted Alternates	$ (3,596,060)	
	GRAND TOTAL WITH ALTERNATES (GMP 2 AMENDMENT)	$ 68,543,040.26	
	Preconstruction Services	227,500	Under Previous Contract
	GRAND TOTAL WITH PRECONSTRUCTION SERVICES	$ 68,770,540	

WILLIS SMITH CONSTRUCTION

North County Middle School
School Board of Manatee County

Proposed Alternates
January 15, 2024
Items in red deviate from District guidelines

NO.	DESCRIPTION	DIRECT COSTS	TOTAL MARKUP	TOTAL AMOUNT	ACCEPTED (Y/N)	ACCEPTED AMOUNT	COMMENTS
	Contractual Alternates				SUBTOTAL		$0 *Totals from items below this line*
1	Provide carpet per specification section 09 68 16 Sheet Carpet in lieu of carpet per specification section 09 68 13 Tile Carpeting.	0	0	0	N	-	Included in base price
2	Provide controls training per specification section 23 09 00 Instrumentation and Controls for HVAC.	7,606	923	8,529	N	-	
	Voluntary Alternates				SUBTOTAL	-$3,596,060	*Totals from items below this line*
1	Delete Gymnasium building and lobby in its' entirety	(4,771,633)	(581,772)	(5,353,405)	N	-	Cannot accept alternates together
2	Replace specified gymnasium flooring system with Ecore Bounce 2 vinyl product	(22,469)	(2,739)	(25,208)	Y	(25,208)	
3	Replace clerestory storefront windows with masonry and brick wall on the gymnasium building	(50,000)	(6,096)	(56,096)	Y	(56,096)	
4	Phase half (one bank) of the multiple seating inside the gymnasium building	(51,500)	(6,279)	(57,779)	Y	(57,779)	
5	Fabric Ductwork at Gymnasium ILO of Double Wall/Spiral	(25,000)	(3,048)	(28,048)	Y	(28,048)	
6	Remove AHU-5 Cooling Condenser - Locker room redundancy	(80,000)	(9,754)	(89,754)	Y	(89,754)	
7	Stucco façade ILO brick veneer	(883,500)	(107,719)	(991,219)	N	-	Cannot accept alternates together
8	Standard brick ILO Artlecraft stone at entrance	(74,000)	(9,022)	(83,022)	Y	(83,022)	
9	Ag. Program Value - PEMB Barn, parking, dumpster enclosure, pasture fencing	(750,000)	(91,442)	(841,442)	Y	(841,442)	Final package TBD - this item is an estimate, to be adjusted based on UCF needed once final costs are identified
10	Eliminate Ag Greenhouse	(106,509)	(12,986)	(119,495)	Y	(119,495)	
11	Eliminate aluminum canopy over outside dining area; including canopy, canopy footings, lighting and fans	(246,579)	(30,064)	(276,643)	Y	(276,643)	
12	Reduce overall aluminum canopy square footage by 25%	(183,989)	(22,433)	(206,422)	N	-	Final package TBD - this item is an estimate, to be adjusted based on UCF needed once final costs are identified
13	Remove front entry courtyard feature with pavers, bronze letters, and concrete benches	(60,702)	(8,133)	(74,835)	Y	(74,835)	
14	ADS storm piping ILO RCP	(77,410)	(9,461)	(86,871)	Y	(86,871)	
15	Eliminate basketball courts	(342,000)	(41,698)	(383,698)	N	-	
16	Eliminate tennis courts/fencing/pad	(388,000)	(47,306)	(435,306)	Y	(435,306)	
17	Replace Bermuda turf and irrigation at Soccer field with unirrigated Bahia	(112,519)	(13,718)	(126,231)	Y	(126,231)	
18	Provide 1.5 "B" Deck Material in lieu of acoustical Deck	(229,000)	(27,920)	(256,920)	Y	(256,920)	
19	Replace the Perforated Railing Material with Aluminum Picket Type Railing with Clear Anodized Finish	(44,000)	(5,365)	(49,365)	N	-	
20	Alternate exit hardware device (YKK First Choice FL3690)	(36,800)	(4,487)	(41,287)	N	-	
21	Remove clerestory openings at Open Mall	(40,000)	(4,877)	(44,877)	N	-	
22	Provide 1/4" clear tempered glazing ILO Schoolguard at interior storefront (AW1 thru AW4)	(60,000)	(7,315)	(67,315)	N	-	
23	Price group A (Level 1) solid surface ILO group E	(11,200)	(1,366)	(12,566)	N	-	
24	Reduce acoustical wall panel overall SF by 30%	(42,023)	(5,124)	(47,147)	Y	(47,147)	
25	Plastic reveal ILO metal frye drywall reglet at Open Mall	(21,670)	(2,642)	(24,312)	Y	(24,312)	
26	Change copper domestic water piping to CPVC	(200,045)	(24,390)	(224,435)	Y	(224,435)	
27	Delete backstop at field	(14,380)	(1,753)	(16,133)	Y	(16,133)	
28	Remove Food Service Hood MUA Cooling Condenser	(15,944)	(1,944)	(17,887)	Y	(17,887)	
29	Reduce Chiller Size - from two 450s to two 380s	(10,000)	(2,438)	(22,438)	N	-	
30	HDPE Underground Chiller Piping ILO of Steel	(20,000)	(2,438)	(22,438)	Y	(22,438)	
31	Direct Routing of Underground Chilled Water Piping	(45,000)	(5,487)	(50,487)	N	-	
32	Remove 10 Year DDC Preventative Maintenance Inspection	(250,000)	(30,481)	(280,481)	Y	(280,481)	
33	Remove 6 Year Warranty & Maintenance Chiller Agreement	(100,000)	(12,192)	(112,192)	N	-	
34	Remove 5 Year Warranty & Maintenance Boiler Agreement	(20,000)	(2,438)	(22,438)	Y	(22,438)	
35	Open Fire Alarm Specification to Other Providers	(50,000)	(6,096)	(56,096)	N	-	
36	Aluminum Conductors for Service Entrance Transformer to Building	(70,000)	(8,535)	(78,535)	Y	(78,535)	
37	Aluminum Feeders in Building	(81,000)	(9,876)	(90,876)	N	-	
38	Provide Alternate Light Fixtures	(98,000)	(11,948)	(109,948)	Y	(109,948)	
39	Provide Local Occupancy Sensors ILO Networked Lighting Controls	(27,000)	(3,292)	(30,292)	N	-	
40	Change all Fiberlite roofing to .045mil fully adhered	(103,000)	(12,558)	(115,558)	Y	(115,558)	
41	Mechanically fastened roof system ILO fully adhered at metal deck areas only	(70,500)	(8,596)	(79,096)	Y	(79,096)	
42	Convert aluminum egress gates to chain link with panic devices	(45,000)	(5,487)	(50,487)	N	-	
	ALTERNATES TOTAL					-$3,596,060	

North County Middle School

School Board of Manatee County

January 15, 2024

GENERAL CONDITIONS

Direct Management Costs	Months	Allocation	Hours	Hourly Rate	Total	
Project Executive	18	40%	1,248	149	185,951	
Preconstruction Director	18	0%	0		0	
Preconstruction Project Manager	18	0%	0		0	
Preconstruction Administrative Assistant	18	0%	0		0	
Senior Project Manager	18	100%	3,120	130	405,597	
Project Manager	18	100%	3,120	91	283,918	
Assistant Project Manager	18	100%	3,120	65	202,798	
Project Engineer	18	0%	0		0	
General Superintendent	18	10%	312	109	34,008	
Sr. Superintendent	18	0%	0		0	
Superintendent	18	100%	3,120	96	299,518	
Assistant Superintendent	18	100%	3,120	58	180,959	
Administrative Assistant	18	100%	3,120	47	146,639	
Accounting Support						
Contracts Administration	18	0%	0		0	
Cost Control Administration	18	0%	0		0	
Warranty Coordination & Administration	18	0%	0		0	
Project Accountant	18	0%	0		0	
Carpenter	18	0%	0		0	
SUBTOTAL					Subtotal	$1,739,387

Direct Administrative Costs	Quantity	Unit	Unit Cost	Total	
Correspondence (Postage/Courier Services)	18	MO	100	1,800	
Photographs	18	LS	250	4,500	
Plan Cost	1	LS	5,000	5,000	
Permit/Impact Fees		LS		0	
Professional Fees		LS		0	
Jessica Lunsford Act		MO		0	
Groundbreaking/Topping Out Ceremonies		LS		0	
Miscellaneous Expenses	1	LS	10,000	10,000	
Project Management Information Systems (PMIS)	18	MO	6,773	121,910	
As-Built/Record Drawings	1	LS	750	750	
Punch List	1	LS	12,000	12,000	
SUBTOTAL				Subtotal	$155,960

Direct Safety Costs	Quantity	Unit	Unit Cost	Total	
Safety Consultant	18	MO	600	10,800	
Safety Guard Rails		LS		0	
PPE (Personal Protection Equipment)		LS		0	
Fire Extinguishers		EA		0	
Barricades/Traffic Control/Public Protection		LS		0	
SUBTOTAL				Subtotal	$10,800

Direct Transportation Costs	Quantity	Unit	Unit Cost	Total	
Travel and Subsistence	18	MO		0	
Project Manager Vehicle	18	MO		0	
Superintendent Vehicle	18	MO		0	
Vehicle Fuel	18	MO	3,000	54,000	
SUBTOTAL				Subtotal	$54,000

North County Middle School

School Board of Manatee County

January 15, 2024

GENERAL CONDITIONS

Direct Job Office Costs	Quantity	Unit	Unit Cost	Total	
Job Office Trailer	17	MO	5,000	85,000	
Job Office Trailer Insurance	1	LS	3,500	3,500	
Job Office Buildout	1	LS	2,500	2,500	
Job Office Furniture	1	LS	800	800	
Job Office Supplies	17	MO	225	3,825	
Job Office Equipment	17	MO	225	3,825	
Job Office Mobilization		LS		0	
Temporary Service - Water/Sewer	17	MO		0	
Temporary Service - Electrical	17	MO	900	15,300	
Temporary Service - Phone	17	MO		0	
Temporary Service - Internet	17	MO	500	8,500	
SUBTOTAL				Subtotal	$123,250

Direct Field Costs	Quantity	Unit	Unit Cost	Total	
Project Sign	1	LS	3,000	3,000	
Temporary Fence		LS		0	
Housekeeping		MO		0	
Dumpsters	190	PULL	400	76,000	
Trash Chute		LS		0	
Temporary Toilets	17	MO	3,500	59,500	
Temporary Labor	17	MO		0	
Ice and Cups	17	MO	75	1,275	
Radios/Communication	18	MO		0	
Temporary Lighting	18	MO		0	
Temporary Cooling/Fans	18	MO		0	
Temporary Service - Water	18	MO		0	
Temporary Service - Electrical	18	MO		0	
Finish Work Protection		LS		0	
Weather Protection		LS		0	
Final Cleaning	161,394	SF	0.55	88,767	
SUBTOTAL				Subtotal	$228,542

Direct Equipment Costs	Quantity	Unit	Unit Cost	Total	
Storage Trailers	17	MO	600	10,200	
Expendable Hand Tools		LS		0	
Equipment Rental		LS	15,000	0	
Equipment Fuel		LS	7,000	0	
Equipment Maintenance		LS		0	
Stairs/Ladders	1	LS	1,500	1,500	
SUBTOTAL				Subtotal	$11,700

	TOTAL General Conditions	$2,323,639

AGENDA ITEM NO. 12.18

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of 2023-2024 Instructional Materials K-12 Science Adoption Plan (Multiple Funding Sources)

Executive Summary
Florida law and School Board Policy 2520 (Selection and Adoption of Instructional Materials) requires the School Board to adopt and provide adequate instructional materials to students enrolled in the School District of Manatee County for the core courses of mathematics, language arts, social studies, science, reading, and literature. This action item provides the School Board with a plan for the 2023-2024 school year, to adopt and purchase K-12 Science instructional materials pursuant to the instructional materials review process, for implementation in 2024-2025.

Courses for Adoption include:

Elementary:
-K-5 Science

Secondary:
-M/J Comprehensive Science 1-3
-Environmental Science
-Marine Science
-Anatomy and Physiology
-Biology
-Chemistry
-Physics

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends the approval of 2023-2024 instructional materials K-12 Science adoption plan (Multiple Funding Sources).

Financial Impact
The estimated projected cost of the K-12 Science instructional materials adoption based on current enrollment projections is $5,000,000.00 to be funded from ESSER III.

Contact
Submitting Department: Curriculum and Instruction
Initiated by: Shannon Fleming

AGENDA ITEM NO. 12.19

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)

Executive Summary
On May 25, 2023, the School Board caused the issuance of its $151,730,000 aggregate principal amount of the Series 2023A Certificates in order to finance the lease-purchase of various educational facilities including Blackburn Elementary School Renovation, Haile Middle School Addition and Renovation, Oneco Elementary School Renovation, Palma Sola Elementary School Replacement and Renovation and Tara Elementary School Addition and Renovation (collectively, the "Series 2023 Project"). Due to certain components of the Series 2023A Project experiencing cost increases and the availability of certain other revenue sources (i.e., impact fees) to fund certain other portions of the Series 2023A Project, it is in the best interest of the School Board to enter into the First Amendment to Lease Schedule No. 2023A and the Partial Release to modify the plans and specifications for the Series 2023A Project to remove the Haile Middle School Addition from the Series 2023A Project, and reallocate the budget to cover cost increases at the Blackburn Elementary School component of the Series 2023A Project.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of the Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates")

Financial Impact
Payment of a consent fee to Assured Guaranty Municipal Corp, as insurer of the Series 2023A Certificates in an amount not to exceed $7,500.00. (Capital Funds)

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
Partial Release (Haile Classroom Addition site) version 2
Lease Schedule No 2023A - First Amendment (2024) v3

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 North Rocky Point Drive, Suite 1060
Tampa, Florida 33607

(Space reserved for Clerk of Court)

PARTIAL RELEASE

This **PARTIAL RELEASE** (the "Partial Release") is executed as of _____, 2024 by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, a public body corporate organized and existing under the laws of the State of Florida (the "Board"), acting as the governing body of the School District of Manatee County, Florida (the "District"), the **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION**, a Florida single-purpose, not-for-profit corporation (the "Corporation"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, Fort Lauderdale, Florida, not in its individual capacity, but solely as successor trustee (the "Trustee"). Each of said parties shall be referred to as a "party" and collectively as the "parties."

BACKGROUND

The Board and Corporation entered into that certain Ground Lease Agreement, dated as of May 1, 2023, (the "Ground Lease") by which the Board leased to the Corporation certain land (the "Premises") described in Exhibit A of the Memorandum of Ground Lease (the "Memorandum of Ground Lease"), recorded in Official Records, Instrument Number 202341055726, Pages 1-11, of the Public Records of Manatee County, Florida. Simultaneously with the execution and delivery of the Ground Lease and the Memorandum of Ground Lease, the Corporation assigned all of its right, title and interest in and to the Premises to the Trustee pursuant to an Assignment of Ground Lease (the "Assignment of Ground Lease"), recorded in Official Records, Instrument Number 202341055727, Pages 1-11, of the Public Records of Manatee County, Florida.

As evidenced by a Memorandum of Lease and Notice of Option, between the Board and the Corporation (the "Memorandum of Lease") and recorded in Official Records, Instrument Number 202341055724, Pages 1-14, of the Public Records of Manatee County, Florida, the Corporation subleased to the Board the Corporation's right, title and interest in and to the leasehold estate in the Premises created under the Ground Lease in consideration for the rent reserved and other terms, provisions, covenants, agreements and conditions contained in that certain Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Board and the Corporation, as amended and supplemented (the "Lease Agreement"). The Corporation has assigned its rights (except for certain retained rights) under the Lease Agreement, including the right to receive Lease Payments, to the Trustee,

pursuant to an Assignment of Lease Agreement, by and between the Corporation and the Trustee, as amended and supplemented, particularly as amended and supplemented by the Thirteenth Amendment to Assignment of Lease Agreement (the "Assignment of Lease Agreement") and recorded in the Official Records, Instrument Number 202341055725, Pages 1-10, of the Public Records of Manatee County, Florida.

The Board and the Corporation desire to release that portion of the Premises described on Schedule 1 attached hereto from the Ground Lease, the Memorandum of Ground Lease, the Memorandum of Lease and the Assignment of Lease Agreement.

AGREEMENT

For $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the Board, the Corporation and the Trustee agree as follows:

1. Release. The Board, the Corporation and the Trustee do hereby release that portion of the Premises described on Schedule 1 attached hereto from any right, title, interest, lien or obligation arising out of or in any way connected with the Ground Lease, the Memorandum of Ground Lease, Lease Agreement, the Memorandum of Lease and the Assignment of Lease Agreement, and do hereby agree that the Ground Lease, Memorandum of Ground Lease, Lease Agreement, Memorandum of Lease, and Assignment of Lease shall be and are of no other force or effect as to that portion of the Premises (including the fixtures and improvements located or to be located thereon) described on Schedule 1 attached hereto.

2. Miscellaneous. This document shall be binding on and run to the benefit of the successors and assigns of the parties. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter and the singular shall be deemed to refer to the plural where appropriate, and vice versa. Headings and paragraph captions in this Partial Release are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the content or meaning of the text. This Partial Release shall be governed by the laws of the State of Florida.

[Remainder of page intentionally left blank]

THIS PARTIAL RELEASE IS EXECUTED between the parties as of the date specified at the beginning of this Partial Release.

Signed, sealed and delivered in the presence of:

_____

_____

Print Name:

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name:

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate organized and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chair
215 Manatee Avenue West
Bradenton, Florida 34205

ATTEST:

By: _____
Dr. Jason Wysong, Superintendent/Secretary
215 Manatee Avenue West
Bradenton, Florida 34205

MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION, a Florida single purpose, not-for-profit corporation

By: _____
Chad Choate III, President
215 Manatee Avenue West
Bradenton, Florida 34205

ATTEST:

By: _____
Dr. Jason Wysong, Secretary
215 Manatee Avenue West
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

_____

_____

Print Name:

By:_____

Name: Paul Henderson

Title: Assistant Vice President

Address: 225 Water Street, Suite 700

Jacksonville, Florida 32202

_____

_____

Print Name

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Chad Choate III and Dr. Jason Wysong, the Chair and Superintendent, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____ 2024, by Chad Choate III and Dr. Jason Wysong, the President and Secretary, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

SCHEDULE 1

DESCRIPTION OF DELETED LAND

A CLASSROOM TRACT LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE S00°04'57"E ALONG SAID EAST LINE OF SECTION 25, 903.64 FEET; THENCE LEAVING SAID EAST LINE N89°55'03"E, 200.74 FEET TO THE POINT OF BEGINNING; ; THENCE S89°14'08"E, 81.44 FEET; THENCE S00°45'52"W, 212.10 FEET; THENCE N89°14'08"W, 81.44 FEET; THENCE N00°45'52"E, 212.10 FEET TO THE POINT OF BEGINNING, CONTAINING 17,273 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

FIRST AMENDMENT TO
LEASE SCHEDULE NO. 2023A

Lease Schedule No. 2023A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS FIRST AMENDMENT TO LEASE SCHEDULE NO. 2023A (the "First Amendment") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Master Lease Agreement"), as amended and supplemented by Lease Schedule No. 2023A, dated as of May 1, 2023 (as heretofore amended and supplemented, "Lease Schedule No. 2023A," and together with the Master Lease Agreement, the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2023A Project as described in Lease Schedule No. 2023A. All capitalized terms not otherwise defined herein shall have the respective meanings therefore set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of this First Amendment.

1. Findings. The Board and the Corporation hereby find and determine that:

(a) The Board has heretofore caused the issuance of the Series 2023A Certificates in order to finance the lease-purchase of the Series 2023A Project from the Corporation pursuant to the Lease Agreement.

(b) Due to certain components of the Series 2023A Project experiencing cost increases and the availability of certain other revenues to fund certain other portions of the Series 2023A Project, the Board desires to modify certain portions of the Series 2023A Project to be financed from proceeds of the Series 2023A Certificates.

(c) The Board desires to use legally available impact fees to fund the component of the Series 2023A Project consisting of the classroom addition to Haile Middle School and instead use the proceeds of the Series 2023A Certificates initially expected to fund such component on other components of the Series 2023A Project. Such impact fees are not eligible for use on other components of the Series 2023A Project.

(d) Assured Guaranty Municipal Corp. ("AGM"), as Credit Enhancer for the Series 2023A Certificates, has agreed to the use of such proceeds and given its written consent to the execution and delivery of this First Amendment.

(e) In connection therewith, it is necessary to amend Lease Schedule No. 2023A in certain respects to amend the Project Description, Project Budget and Project Schedule for the Series 2023A Project.

2. The Series 2023A Project. Section 6 of Lease Schedule No. 2023A is hereby amended by substituting the Project Description, Project Budget and Project Schedule for the Series 2023A Project attached hereto as Schedule B for the Project Description, Project Budget and Project Schedule for the Series 2023A Project previously attached as Schedule B to Lease Schedule No. 2023A in order to reflect the removal of the classroom addition at Haile Middle School as part of the Series 2023A Project.

3. Applicability of Master Lease Agreement and Lease Schedule No. 2023A. In all respects not inconsistent with the terms and provisions of this First Amendment, the provisions of the Master Lease Agreement and Lease Schedule No. 2023A as heretofore amended and supplemented are hereby ratified, approved and confirmed. This First Amendment shall be construed as having been authorized, executed and delivered under the provisions of Section 3.03(b) of the Master Lease Agreement.

4. Severability. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this First Amendment to be executed by their proper officers or representatives, all as of the ____ day of _____, 2024.

MANATEE SCHOOL BOARD LEASING CORPORATION

(SEAL)

By: _____
Chad Choate III, President

Attest: _____
Dr. Jason C. Wysong, Superintendent/Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

(SEAL)

By: _____
Chad Choate III, Chair

Attest: _____
Dr. Jason C. Wysong, Superintendent

SCHEDULE B

SERIES 2023A PROJECT DESCRIPTION, SERIES 2023A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Blackburn Elementary School Renovation. This component of the Series 2023A Project consists of the demolition of two existing buildings (Campus Building 1 & Campus Building 6) to be replaced by a single new structure. Additional scope will include the renovation, remodeling, and modernization of the remaining existing buildings on campus. Campus-wide upgrades of the mechanical systems, electrical/lighting systems, technology infrastructure, interior finishes, fire alarm systems, security systems, and plumbing systems will be undertaken. Building envelope improvements include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Site improvements include new playground equipment, enhanced storm water drainage, and on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

2. Haile Middle School Renovation. This component of the Series 2023A Project includes enhancements to the mechanical systems, electrical/lighting systems, plumbing systems, technology infrastructure, and interior finishes. Building envelope improvements include enhanced roofing systems, window assemblies, door assemblies, and insulation systems. In addition, campus safety/security enhancements will be made, including entry lobby upgrades, new fire alarm, and security systems. Remodeling includes the reconfiguration of the kitchen and serving line area with partial equipment replacement. Site improvements include new canopies, concrete walks, and associated storm water drainage enhancements. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

3. Oneco Elementary School Renovation. This component of the Series 2023A Project consists of the complete renovation of the existing campus, demolishing of select structures, and new construction of a support (Administration/Media Center) building. Remodeling is planned for the existing Media Center and Administration Buildings to provide instructional spaces. Campus-wide upgrades will entail the replacing of mechanical systems, plumbing systems, electrical/lighting systems, technology infrastructure, and enhancement of the existing building envelope with improvement to roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems include new fire alarm and security systems. Site improvements include storm water drainage, playground equipment, and improved on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

4. Palma Sola Elementary School Replacement and Renovation. This component of the Series 2023A Project consists of the demolition of all existing buildings on campus with the exception of Building No. 18 (ten classroom single story structure). It is anticipated that the design will include new construction for Administration, Cafeteria, Media Center, Art, Music, Cafeteria/Dining, and Classrooms. Site improvements include playground equipment, parking, storm water drainage, and on-site traffic queuing for both vehicles and buses. New infrastructure will be designed for mechanical, electrical, plumbing, and required life safety and security systems. Complete renovation of Building No. 18 classrooms will be undertaken, including roof replacement, interior finishes, door and window assemblies, and upgrades of the mechanical, plumbing, electrical/lighting systems to be fully coordinated with the new construction planned for the campus. This component of the Series 2023A Project is expected to be completed by December 31, 2025.

5. Tara Elementary School Addition and Renovation. This component of the Series 2023A Project consists of a campus-wide renovation and a four classroom addition. Existing campus upgrades will entail replacement of mechanical systems, plumbing systems, electrical/lighting systems, and technology infrastructure. Building envelope improvements include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems include new fire alarm, entry lobby upgrade, and security systems. Site improvements include enhanced storm water drainage, playground equipment, and improved on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

ESTIMATED PROJECT BUDGET

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$31,699,470	$40,287,200
Haile Middle School Renovation	5,011,300	2,843,849	30,446,851	38,302,000
Oneco Elementary School Renovation	3,631,000	2,848,849	27,670,151	34,150,000
Palma Sola Elementary School Replacement and Renovation	5,300,000	2,300,000	21,400,000	29,000,000
Tara Elementary School Addition and Renovation[(1)]	4,256,207	5,597,263	23,407,330	33,260,800
Total	$25,160,815	$15,215,383	$134,623,802	$175,000,000

[(1)] Constitutes Designated Equipment for purposes of the Series 2023A Lease Agreement.

ESTIMATED DRAWDOWN SCHEDULE

Month	Year	Blackburn Elementary School	Haile Middle School	Oneco Elementary School	Palma Sola Elementary School	Tara Elementary School	Total
May	2023	$ 855,647	$ 459,943	$ 385,501	-	$ 437,316	$ 2,138,407
June	2023	131,537	3,496,400	170,750	$ 2,610,000	4,936,512	11,345,199
July	2023	147,980	196,672	204,900	116,000	141,043	806,595
August	2023	3,288	4,371	239,050	4,060,000	123,413	4,430,122
September	2023	2,630,736	174,820	2,732,000	87,000	105,782	5,730,338
October	2023	246,633	327,787	341,500	72,500	88,152	1,076,572
November	2023	246,633	327,787	256,125	58,000	70,522	959,067
December	2023	328,842	437,050	341,500	290,000	352,608	1,750,000
January	2024	3,525,551	4,589,025	3,654,050	2,900,000	3,772,906	18,441,532
February	2024	894,815	1,092,625	922,050	290,000	952,042	4,151,532
March	2024	730,394	874,100	751,300	580,000	599,434	3,535,228
April	2024	812,605	983,363	836,675	725,000	863,889	4,221,532
May	2024	960,584	1,180,035	990,350	580,000	1,022,563	4,733,532
June	2024	1,223,657	1,529,675	1,263,550	870,000	1,304,650	6,191,532
July	2024	434,436	480,755	443,950	1,160,000	458,390	2,977,531
August	2024	1,552,499	1,966,725	1,605,050	1,305,000	1,657,258	8,086,532
September	2024	1,716,920	2,403,775	1,775,800	1,450,000	2,009,866	9,356,361
October	2024	1,881,341	2,840,825	1,946,550	1,740,000	2,362,474	10,771,190
November	2024	1,716,920	3,059,350	1,775,800	1,885,000	2,538,778	10,975,848
December	2024	1,552,499	2,950,088	1,605,050	1,740,000	2,362,473	10,210,110
January	2025	2,210,183	1,937,825	2,288,050	1,450,000	2,009,866	10,798,924
February	2025	2,045,762	1,622,300	2,117,300	1,160,000	1,657,258	9,602,620
March	2025	1,881,341	1,403,775	1,946,550	870,000	1,069,106	8,670,772
April	2025	4,678,183	1,185,250	2,288,050	725,000	1,069,106	8,977,589
May	2025	4,020,499	1,966,725	1,605,050	580,000	892,802	7,097,076
June	2025	3,857,715	810,954	1,663,499	507,500	402,591	6,775,259
July	2025	-	-	-	435,000	-	435,000
August	2025	-	-	-	290,000	-	290,000
September	2025	-	-	-	145,000	-	145,000
October	2025	-	-	-	145,000	-	145,000
November	2025	-	-	-	87,000	-	87,000
December	2025	-	-	-	87,000	-	87,000
		$40,287,200	$38,302,000	$34,150,000	$29,000,000	$33,260,800	$175,000,000

AGENDA ITEM NO. 12.20

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and America's Pharmacy, LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2023-2026 School Years (No Financial Impact)

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for District students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Pharmacy Technician: America's Pharmacy LLC - Elder Soria, Pharmacy Manager

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and America's Pharmacy, LLC for clinical experience for Manatee Technical College (MTC) Pharmacy Technician students for the 2023-2026 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
MTC Affiliation Agreement Americas Pharmacy LLC, Board Date 013024

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with America's Pharmacy LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and America's Pharmacy, LLC, a Florida Limited Liability Company, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

7. **INSURANCE:** During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

   Affiliate shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility. Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

S. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

T. Tax Exemptions: When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

X. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Y. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN **WITNESS WHEREOF,** America's Pharmacy, LLC. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 12/18/23

By: _____

(Affiliate Authorized Signature)

Title: Pharmacy Manager/ Owner

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Jason Wysong
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Pharmacy Technician

1. America's Pharmacy LLC

The above new affiliation agreement is based on the School District of Manatee County affiliation agreement template.

Jennifer Gilray, Ed.D.
Assistant Director

CUSTOMER NUMBER: 0100000096

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PHARMACISTS MUTUAL INSURANCE COMPANY
808 HIGHWAY 18 W
PO BOX 370
ALGONA IA 50511-0370

CONTACT NAME:
PHONE (A/C, No, Ext): 800-247-5930 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMERICAS PHARMACY LLC
3470 17TH ST
SARASOTA FL 34235-8906

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BOP 0160034 08	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			Includes-			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
				Pharmacy Professional Liab			MED EXP (Any one person)	$ 5,000
				Hired Auto Liability			PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:			Non-Owned Auto Liability			GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						WATER LEGAL LIABILITY	$ 50,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UCL 0160016 08	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Remarks for Additional Named Insureds
See Remarks for Location Schedule
See Individual Policy Declarations for more information

CERTIFICATE HOLDER

FOR EVIDENCE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
GAIL T. WOLFE, CISR, API

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CUSTOMER NUMBER: 0100000096
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		AMERICAS PHARMACY LLC 3470 17TH ST SARASOTA FL 34235-8906
POLICY NUMBER BOP 0160034 08		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 03/01/23

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

ADDITIONAL NAMED INSURED:

E2E INVESTMENT LLC
LAKEN PHARMACY LLC AMERICAS PHARMACY III

LOCATION SCHEDULE:

Loc. 001 Bldg. 001
AMERICAS PHARMACY II
5612 14TH ST E STE W
BRADENTON, FL 34203-5930

Loc. 002 Bldg. 001
AMERICAS PHARMACY
3470 17TH ST
SARASOTA, FL 34235-8906

Loc. 003 Bldg. 001
LAKEN PHARMACY LLC
4352 W VINE ST
KISSIMMEE, FL 34746-6313

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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
AMERICA'S PHARMACY, LLC

Filing Information

Document Number	L14000182257
FEI/EIN Number	47-2413110
Date Filed	11/25/2014
Effective Date	11/25/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/04/2019
Event Effective Date	NONE

Principal Address

3470 17TH ST
SARASOTA, FL 34235

Changed: 06/25/2019

Mailing Address

3470 17TH ST
SARASOTA, FL 34235

Changed: 06/25/2019

Registered Agent Name & Address

AMARAL RIBEIRO FILHO, EDUARDO JOSE, MANAGER
3470 17TH ST
SARASOTA, FL 34235

Name Changed: 01/14/2020

Address Changed: 01/14/2020

Authorized Person(s) Detail

Name & Address

Title MANAGER MANAGED

SORIA, ELDER E
3470 17TH ST
SARASOTA, FL 34235

Annual Reports

Report Year	Filed Date
2021	01/08/2021
2022	02/02/2022
2023	01/27/2023

Document Images

01/27/2023 -- ANNUAL REPORT	View image in PDF format
02/02/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- LC Amendment	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/11/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
11/25/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 12.21

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval for Braden River High School Students to Attend a Tour of Abraham Baldwin Agricultural College in Tifton, Georgia, April 5-6, 2024, In the Amount of $3,902.43 (Multiple Funding Sources)

Executive Summary
The School District of Manatee County's agriculture teachers train students in all aspects of agriscience and provide leadership, support, and resources to prepare students with the necessary technical skills, student leadership, career focus, and academic excellence needed to succeed in both careers and post-secondary education. To that end, Braden River High School will be taking students to Abraham Baldwin Agricultural College (ABAC) to participate in their open campus day. Students will tour the campus, the ABAC Farm/Beef Unit, and hear presentations about the admissions process, student life and financial aid opportunities that are significant for Florida Agriculture students. This trip aligns with the goals of our strategic plan to increase exposure to postsecondary options.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval for Braden River High School students to attend a tour of Abraham Baldwin Agricultural College in Tifton, Georgia, April 5-6, 2024, in the amount of $3,902.43 (Multiple Funding Sources).

Financial Impact
There will be no cost to the General Fund. Cost of $1,043.43, related to transportation rental and substitute teachers, is included in funding supported by the Perkins V Career and Technical Education Secondary Grant for 2023-2024. Other costs, totaling $2,859.00, will be covered by school internal funds from fundraising and parent donations.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Field Trip Travel Request for BRHS to College Tour in Tifton, GA

Manatee County School District
Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 11/17/2023 Field Trip Date: April 5-6, 2024 School: Braden River High School

Date / Time of Departure from school: April 5, 2024 at 6:00 AM

Date / Departure time from field trip location: April 6, 2024 4:00 PM

Arrival time back at school: 10:00 PM

Field Trip Coordinator Megan Krueger

Trip Destination – Name: Abraham Bladwin Agricultural College

Address: 2802 Moore HWY Tifton, GA 31793

Phone: 229-391-5001 Website: www.abac.edu

Brief Description/Educational Purpose of the Trip:

Students will attend the ABAC Homecoming Rodeo on the evening of 04/05/24 and the on 04/06/24 they will attend ABAC's open campus day. They will tour the campus, dorms, the ABAC Farm/Beef Unit, and hear presentations about the admissions process, financial aid options and student life opportunities.

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- ✓ Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: BRHS FFA # of Students: 21

# of Chaperones: 3

Type of Transportation:

____ School Bus (bus requisition 20 days prior to trip)
____ Special Needs Bus Is Required
____ District Vans/Cars
____ Walking
If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
✓ Rental Vehicle
____ Educational Tour Group Name: _____ provided Contact Info: _____
____ OtherNo District transportation _____

The following information must be included for non-District transportation providers:

Name of Transportation Provider: _____

Address of Transportation Provider: _____

Phone # Transportation Provider: _____

Year, Type, & Make of Vehicles: _____

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs 2190 hotel, rodeo, advisor meal
Transportation Cost 1200 for retals and fuel
Other Cost 450 substitute teachers
Total cost of the trip $3840

Internal Account#_____
Admission Fee_____Cost per student $100/ hotel and rodeo

How Trip is Funded:

_____ Discretionary
X Internal Accounts
X Students Pay
X District
X Other

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Megan Krueger — 11/27/23
Signature of Field Trip Coordinator — *Date*

Principal Signature/Date
(Initial Approval of Request)

Signature of Sponsor/Date

Signature Depart./Team Chair/Date

Final Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities Dir.(H.S.)/Date

Type "B" and "C" Signature Approvals Below

Dr. Paul M. Gansemer
Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Dec 14, 2023 15:17 EST)
Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Jason Wysong (Dec 15, 2023 09:51 EST)
Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

Field Trip & Transportation Request

Advisor: Attach to Your Travel Authorization Package

Only educational curricular trips, with a direct link to the classroom curricula, will be approved and financially supported by the ACT Department.

Name: Megan Krueger Cell# [redacted] School Phone & Ext. 941-751-8230

Field Trip Date(s): April 5-6, 2024 School BRHS

Field Trip Coordinator/Teacher Megan Krueger Event ABAC Stallion Day

Trip Destination: 2802 Moore HWY Tifton, GA 31793 (Hotel is TBD)
Address and Hotel

Is this location your only destination? Yes ☑ No ☐

If no, specify below where else you will be visiting.

Educational Purpose of the Trip:
Allow students to attend Abraham Baldwin Agricultural College's Perspective Student Day

Field Trip Type:

☐ Type A (CTSO/CTE *single or partial day*) ☑ Type C (CTSO/CTE *all overnight or out of state*)

Group Going: BRHS FFA Est. # Students: 21 #Advisors: 3

Names of **District** Chaperones Attending: Megan Krueger, Karly Cohenour, Jonathan Heavner

ESTIMATED FUNDING SECTION MUST BE COMPLETED by Advisor: *Check all that apply*

Internal Acct Name & #_____ **Transportation Paid by:** ☑ **ACT** ☑ **Internal**

Estimated Per Student (PS)

Reg. Fee (PS) $_____ **Transportation (PS) $**_____ **Other (PS)$** 15 **Hotel Share Per Night $** 55.00

Estimated cost to be collected from each student toward expenses above $ 80.00 **No Cost to Student** _____

How Trip is Funded: *Check all that apply*

☑ **Internal** ☑ **ACT** ☑ **Student**
☐ **Your School** ☐ **Discretionary** ☐ **District** ☐ **Other Sponsor**

TRANSPORTION BY:

☐ School Bus 3 Rental (**Enter Qty**) ☐ Charter Bus ☐ Airlines ☐ No District Transportation Provided

COMPLETE FOR BUS BELOW:

Departing Pick up Location, Date & Estimated Time_____

Reloading, Date and Time _____ Back to Origination by: _____

COMPLETE FOR RENTALS:

Rental-Qty. & Type: 3 **Mini- Van** ☐ **7 Pass. SUV** ☐ **Lg. SUV** ☐ **4 Pass. Car**

Enterprise Location: 817 1st St. East; **Bradenton**_____ or **LWR Branch** near BRHS X Pick up Date & Time 04/05/24 8:00 AM Rental Return Date & Time 04/06/24 9:00 PM

District Certified Drivers' of Vans are: _____

☐ **ACT Dept. will contract buses & advise pickup.** ☐ **School to arrange & pay all transportation.**

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator and/or teacher chaperon making this request.

Megan Krueger Digitally signed by Megan Krueger Date: 2023.10.02 12:07:06 -04'00' _____

Teacher Signature *Date* *Your Principal's Signature* *Date*

Carl Auckerman (Oct 2, 2023 12:42 EDT) *School* _____

Other Principal's Signature Required if Chaperoning Students from Another Sch. *Date*

(Include Justification Letter when taking students from another school)

Memo

Memo

To: Dr. Jason Wysong, Superintendent

From: Megan Krueger, Agriscience Teacher: Braden River High School

Date: 10/02/2024

Re: Memo of Justification

Comments: Dr. Wysong,

Braden River High FFA would like to take fifteen to twenty-one students on a trip to the to tour Abraham Baldwin Agricultural College in Tifton, GA on April 5, 2024, to April 6, 2024.

Abraham Baldwin Agricultural College is hosting their open campus even called Stallion Day on April 6th. Attending this event will give students the opportunity to see a college campus that they may be interested in attending in the future and learn about the out of state tuition waiver that is available to them at ABAC.

I appreciate your consideration for this trip and the opportunities that our students will have access to by attending.

Thank you,

Krueger

ACT Estimated In/Out of State Travel Authorization Worksheet

This attachment is required for all Travel Authorizations (TA) for ACT Dept.

Employee: Megan Krueger Worksite: BRHS Sch. Phone &Ext. #_____

Event: ABAC Stallion Day Your Cell # [redacted]

Will you have other responsibilities during this event, i.e. judging? List no

Departure date: 04/05/24 Return date: 04/06/24

Number of chaperones assigned to your students: 3 # Students attending: 21

Names of all chaperones receiving financial compensation from ACT associated with your trip:

Megan Krueger, Karly Cohenour, Jonathan Heavner

Are you chaperoning for another school? Yes / No (circle one) which school? _____

Description	ACT Sponsored	Internal Acct.	Other Comments – *(Are the expenses listed below for you and/or your entire group?*
Registration – Reimburse Payee upon return with proper documentation	$	$	Reg. Cost. $_____ x _____
Your Meals	$	$ 99	3 advisor lunches on Saturday
Hotel – Forward hotel confirmation if ACT is prepaying	$	$ 1800	Rate $ 180 x 1 Nights x 10 Rms hotel is TBD
Your Mileage/Parking (Attach MapQuest)	$	$	
Ground Trans. Airport Shuttle / Taxi	$	$	
Est. Airfare/ Bus (circle one)	$	$	
Your Rental Car - Must be a certified driver	$616.08	$	Need 3 rentals that hold 8 passengers
Your Fuel for Rental Car	$	$ 600	fuel for 3 vans
Your Hours of Chaperoning - Max. 12 hrs. daily, ACT Time Card required upon return	$	$	
Your Subs for TA ($150 per day)	$ 427.35	$	Sub Name:
Other -	$	$ 360	rodeo tickets
Total Estimated Expenses	$ 1043.43	$ 2859	
Remember to Enter your ATD in HCM Module Also			

This is a summary of all expenses.

1-Prof. Dev. Registration: ACT requests registration to be paid by school, club or person attending, if approved will be reimbursed.

2-Hotel Reservation: Forward a reservation confirmation(s) for prepayment once arrangements are made or with your TA.

3-Meals: Reimbursed only for advisors during the national conferences and certain professional development events. No meals will be paid in advance of a trip. Other meals can be paid using your internal accounts should you choose this as a team.

4-Receipts for registration, parking, shuttles, taxi, baggage, tolls, fuel, mileage, etc. must be attached to your Expense Report. Your approved TA must be imported to the Exp. Report. Attach a copy of the credit card used unless receipt indicates cash used. Please cover all but your name and the last 4 digits of your credit card number or provide a redacted statement showing the expense posted.

5-Van Rental: Rental Invoices must be must be attached to Expense Report to claim fuel reimbursement.

The above expense are only estimates and are subject to change as event nears.

AGENDA ITEM NO. 17.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title

Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)

Executive Summary

On May 25, 2023, the Corporation, on behalf of the School Board, caused the issuance of its $151,730,000 aggregate principal amount of the Series 2023A Certificates in order to finance the lease-purchase of various educational facilities including Blackburn Elementary School Renovation, Haile Middle School Addition and Renovation, Oneco Elementary School Renovation, Palma Sola Elementary School Replacement and Renovation and Tara Elementary School Addition and Renovation (collectively, the "Series 2023 Project") pursuant to the School Board's existing Master Lease (COPs) Program. Due to certain components of the Series 2023A Project experiencing cost increases and the availability of certain other revenue sources (i.e., impact fees) to fund certain other portions of the Series 2023A Project, it is in the best interest of the School Board and the Corporation to enter into the First Amendment to Lease Schedule No. 2023A and the Partial Release to modify the plans and specifications for the Series 2023A Project to remove the Haile Middle School Addition from the Series 2023A Project, and reallocate the budget to cover cost increases at the Blackburn Elementary School component of the Series 2023A Project.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation

The Secretary recommends approval of the First Amendment to Lease Schedule No. 2023A and the Partial Release. Upon approval, the President and Secretary would be authorized to execute such documents.

Financial Impact

Payment of a consent fee to Assured Guaranty Municipal Corp, as insurer of the Series 2023A Certificates not to exceed in the amount of $7,500.00.

Contact

Submitting Department: Business Services

Initiated By: Rachel P. Sellers, Deputy Superintendent of Business Services

Attachments:

Partial Release (Haile Classroom Addition site) version 2
Lease Schedule No 2023A - First Amendment 2024 v3

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 North Rocky Point Drive, Suite 1060
Tampa, Florida 33607

(Space reserved for Clerk of Court)

PARTIAL RELEASE

This **PARTIAL RELEASE** (the "Partial Release") is executed as of _____, 2024 by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, a public body corporate organized and existing under the laws of the State of Florida (the "Board"), acting as the governing body of the School District of Manatee County, Florida (the "District"), the **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION**, a Florida single-purpose, not-for-profit corporation (the "Corporation"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, Fort Lauderdale, Florida, not in its individual capacity, but solely as successor trustee (the "Trustee"). Each of said parties shall be referred to as a "party" and collectively as the "parties."

BACKGROUND

The Board and Corporation entered into that certain Ground Lease Agreement, dated as of May 1, 2023, (the "Ground Lease") by which the Board leased to the Corporation certain land (the "Premises") described in Exhibit A of the Memorandum of Ground Lease (the "Memorandum of Ground Lease"), recorded in Official Records, Instrument Number 202341055726, Pages 1-11, of the Public Records of Manatee County, Florida. Simultaneously with the execution and delivery of the Ground Lease and the Memorandum of Ground Lease, the Corporation assigned all of its right, title and interest in and to the Premises to the Trustee pursuant to an Assignment of Ground Lease (the "Assignment of Ground Lease"), recorded in Official Records, Instrument Number 202341055727, Pages 1-11, of the Public Records of Manatee County, Florida.

As evidenced by a Memorandum of Lease and Notice of Option, between the Board and the Corporation (the "Memorandum of Lease") and recorded in Official Records, Instrument Number 202341055724, Pages 1-14, of the Public Records of Manatee County, Florida, the Corporation subleased to the Board the Corporation's right, title and interest in and to the leasehold estate in the Premises created under the Ground Lease in consideration for the rent reserved and other terms, provisions, covenants, agreements and conditions contained in that certain Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Board and the Corporation, as amended and supplemented (the "Lease Agreement"). The Corporation has assigned its rights (except for certain retained rights) under the Lease Agreement, including the right to receive Lease Payments, to the Trustee,

pursuant to an Assignment of Lease Agreement, by and between the Corporation and the Trustee, as amended and supplemented, particularly as amended and supplemented by the Thirteenth Amendment to Assignment of Lease Agreement (the "Assignment of Lease Agreement") and recorded in the Official Records, Instrument Number 202341055725, Pages 1-10, of the Public Records of Manatee County, Florida.

The Board and the Corporation desire to release that portion of the Premises described on Schedule 1 attached hereto from the Ground Lease, the Memorandum of Ground Lease, the Memorandum of Lease and the Assignment of Lease Agreement.

AGREEMENT

For $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the Board, the Corporation and the Trustee agree as follows:

1. Release. The Board, the Corporation and the Trustee do hereby release that portion of the Premises described on Schedule 1 attached hereto from any right, title, interest, lien or obligation arising out of or in any way connected with the Ground Lease, the Memorandum of Ground Lease, Lease Agreement, the Memorandum of Lease and the Assignment of Lease Agreement, and do hereby agree that the Ground Lease, Memorandum of Ground Lease, Lease Agreement, Memorandum of Lease, and Assignment of Lease shall be and are of no other force or effect as to that portion of the Premises (including the fixtures and improvements located or to be located thereon) described on Schedule 1 attached hereto.

2. Miscellaneous. This document shall be binding on and run to the benefit of the successors and assigns of the parties. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter and the singular shall be deemed to refer to the plural where appropriate, and vice versa. Headings and paragraph captions in this Partial Release are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the content or meaning of the text. This Partial Release shall be governed by the laws of the State of Florida.

[Remainder of page intentionally left blank]

THIS PARTIAL RELEASE IS EXECUTED between the parties as of the date specified at the beginning of this Partial Release.

Signed, sealed and delivered in the presence of:

_____

_____

Print Name:

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name:

_____

_____

Print Name

_____

_____

Print Name

_____

_____

Print Name

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate organized and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chair
215 Manatee Avenue West
Bradenton, Florida 34205

ATTEST:

By: _____
Dr. Jason Wysong, Superintendent/Secretary
215 Manatee Avenue West
Bradenton, Florida 34205

MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION, a Florida single purpose, not-for-profit corporation

By: _____
Chad Choate III, President
215 Manatee Avenue West
Bradenton, Florida 34205

ATTEST:

By: _____
Dr. Jason Wysong, Secretary
215 Manatee Avenue West
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

_____

_____

Print Name:

By:_____

Name: Paul Henderson

Title: Assistant Vice President

Address: 225 Water Street, Suite 700

Jacksonville, Florida 32202

_____

_____

Print Name

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Chad Choate III and Dr. Jason Wysong, the Chair and Superintendent, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____ 2024, by Chad Choate III and Dr. Jason Wysong, the President and Secretary, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Paul Henderson, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

SCHEDULE 1

DESCRIPTION OF DELETED LAND

A CLASSROOM TRACT LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE S00°04'57"E ALONG SAID EAST LINE OF SECTION 25, 903.64 FEET; THENCE LEAVING SAID EAST LINE N89°55'03"E, 200.74 FEET TO THE POINT OF BEGINNING; ; THENCE S89°14'08"E, 81.44 FEET; THENCE S00°45'52"W, 212.10 FEET; THENCE N89°14'08"W, 81.44 FEET; THENCE N00°45'52"E, 212.10 FEET TO THE POINT OF BEGINNING, CONTAINING 17,273 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

FIRST AMENDMENT TO
LEASE SCHEDULE NO. 2023A

Lease Schedule No. 2023A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS FIRST AMENDMENT TO LEASE SCHEDULE NO. 2023A (the "First Amendment") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Master Lease Agreement"), as amended and supplemented by Lease Schedule No. 2023A, dated as of May 1, 2023 (as heretofore amended and supplemented, "Lease Schedule No. 2023A," and together with the Master Lease Agreement, the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2023A Project as described in Lease Schedule No. 2023A. All capitalized terms not otherwise defined herein shall have the respective meanings therefore set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of this First Amendment.

1. Findings. The Board and the Corporation hereby find and determine that:

(a) The Board has heretofore caused the issuance of the Series 2023A Certificates in order to finance the lease-purchase of the Series 2023A Project from the Corporation pursuant to the Lease Agreement.

(b) Due to certain components of the Series 2023A Project experiencing cost increases and the availability of certain other revenues to fund certain other portions of the Series 2023A Project, the Board desires to modify certain portions of the Series 2023A Project to be financed from proceeds of the Series 2023A Certificates.

(c) The Board desires to use legally available impact fees to fund the component of the Series 2023A Project consisting of the classroom addition to Haile Middle School and instead use the proceeds of the Series 2023A Certificates initially expected to fund such component on other components of the Series 2023A Project. Such impact fees are not eligible for use on other components of the Series 2023A Project.

(d) Assured Guaranty Municipal Corp. ("AGM"), as Credit Enhancer for the Series 2023A Certificates, has agreed to the use of such proceeds and given its written consent to the execution and delivery of this First Amendment.

(e) In connection therewith, it is necessary to amend Lease Schedule No. 2023A in certain respects to amend the Project Description, Project Budget and Project Schedule for the Series 2023A Project.

2. The Series 2023A Project. Section 6 of Lease Schedule No. 2023A is hereby amended by substituting the Project Description, Project Budget and Project Schedule for the Series 2023A Project attached hereto as Schedule B for the Project Description, Project Budget and Project Schedule for the Series 2023A Project previously attached as Schedule B to Lease Schedule No. 2023A in order to reflect the removal of the classroom addition at Haile Middle School as part of the Series 2023A Project.

3. Applicability of Master Lease Agreement and Lease Schedule No. 2023A. In all respects not inconsistent with the terms and provisions of this First Amendment, the provisions of the Master Lease Agreement and Lease Schedule No. 2023A as heretofore amended and supplemented are hereby ratified, approved and confirmed. This First Amendment shall be construed as having been authorized, executed and delivered under the provisions of Section 3.03(b) of the Master Lease Agreement.

4. Severability. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this First Amendment to be executed by their proper officers or representatives, all as of the ____ day of _____, 2024.

MANATEE SCHOOL BOARD LEASING CORPORATION

(SEAL)

By: _____
Chad Choate III, President

Attest: _____
Dr. Jason C. Wysong, Superintendent/Secretary

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

(SEAL)

By: _____
Chad Choate III, Chair

Attest: _____
Dr. Jason C. Wysong, Superintendent

SCHEDULE B

SERIES 2023A PROJECT DESCRIPTION, SERIES 2023A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Blackburn Elementary School Renovation. This component of the Series 2023A Project consists of the demolition of two existing buildings (Campus Building 1 & Campus Building 6) to be replaced by a single new structure. Additional scope will include the renovation, remodeling, and modernization of the remaining existing buildings on campus. Campus-wide upgrades of the mechanical systems, electrical/lighting systems, technology infrastructure, interior finishes, fire alarm systems, security systems, and plumbing systems will be undertaken. Building envelope improvements include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Site improvements include new playground equipment, enhanced storm water drainage, and on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

2. Haile Middle School Renovation. This component of the Series 2023A Project includes enhancements to the mechanical systems, electrical/lighting systems, plumbing systems, technology infrastructure, and interior finishes. Building envelope improvements include enhanced roofing systems, window assemblies, door assemblies, and insulation systems. In addition, campus safety/security enhancements will be made, including entry lobby upgrades, new fire alarm, and security systems. Remodeling includes the reconfiguration of the kitchen and serving line area with partial equipment replacement. Site improvements include new canopies, concrete walks, and associated storm water drainage enhancements. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

3. Oneco Elementary School Renovation. This component of the Series 2023A Project consists of the complete renovation of the existing campus, demolishing of select structures, and new construction of a support (Administration/Media Center) building. Remodeling is planned for the existing Media Center and Administration Buildings to provide instructional spaces. Campus-wide upgrades will entail the replacing of mechanical systems, plumbing systems, electrical/lighting systems, technology infrastructure, and enhancement of the existing building envelope with improvement to roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems include new fire alarm and security systems. Site improvements include storm water drainage, playground equipment, and improved on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

4. Palma Sola Elementary School Replacement and Renovation. This component of the Series 2023A Project consists of the demolition of all existing buildings on campus with the exception of Building No. 18 (ten classroom single story structure). It is anticipated that the design will include new construction for Administration, Cafeteria, Media Center, Art, Music, Cafeteria/Dining, and Classrooms. Site improvements include playground equipment, parking, storm water drainage, and on-site traffic queuing for both vehicles and buses. New infrastructure will be designed for mechanical, electrical, plumbing, and required life safety and security systems. Complete renovation of Building No. 18 classrooms will be undertaken, including roof replacement, interior finishes, door and window assemblies, and upgrades of the mechanical, plumbing, electrical/lighting systems to be fully coordinated with the new construction planned for the campus. This component of the Series 2023A Project is expected to be completed by December 31, 2025.

5. Tara Elementary School Addition and Renovation. This component of the Series 2023A Project consists of a campus-wide renovation and a four classroom addition. Existing campus upgrades will entail replacement of mechanical systems, plumbing systems, electrical/lighting systems, and technology infrastructure. Building envelope improvements include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems include new fire alarm, entry lobby upgrade, and security systems. Site improvements include enhanced storm water drainage, playground equipment, and improved on-site traffic queuing. This component of the Series 2023A Project is expected to be completed by June 15, 2025.

ESTIMATED PROJECT BUDGET

Facility	Site Improvement	Planning	Acquisition/ Construction	Total Project Cost
Blackburn Elementary School Renovation	$6,962,308	$1,625,422	$31,699,470	$40,287,200
Haile Middle School Renovation	5,011,300	2,843,849	30,446,851	38,302,000
Oneco Elementary School Renovation	3,631,000	2,848,849	27,670,151	34,150,000
Palma Sola Elementary School Replacement and Renovation	5,300,000	2,300,000	21,400,000	29,000,000
Tara Elementary School Addition and Renovation[(1)]	4,256,207	5,597,263	23,407,330	33,260,800
Total	$25,160,815	$15,215,383	$134,623,802	$175,000,000

[(1)] Constitutes Designated Equipment for purposes of the Series 2023A Lease Agreement.

ESTIMATED DRAWDOWN SCHEDULE

Month	Year	Blackburn Elementary School	Haile Middle School	Oneco Elementary School	Palma Sola Elementary School	Tara Elementary School	Total
May	2023	$ 855,647	$ 459,943	$ 385,501	-	$ 437,316	$ 2,138,407
June	2023	131,537	3,496,400	170,750	$ 2,610,000	4,936,512	11,345,199
July	2023	147,980	196,672	204,900	116,000	141,043	806,595
August	2023	3,288	4,371	239,050	4,060,000	123,413	4,430,122
September	2023	2,630,736	174,820	2,732,000	87,000	105,782	5,730,338
October	2023	246,633	327,787	341,500	72,500	88,152	1,076,572
November	2023	246,633	327,787	256,125	58,000	70,522	959,067
December	2023	328,842	437,050	341,500	290,000	352,608	1,750,000
January	2024	3,525,551	4,589,025	3,654,050	2,900,000	3,772,906	18,441,532
February	2024	894,815	1,092,625	922,050	290,000	952,042	4,151,532
March	2024	730,394	874,100	751,300	580,000	599,434	3,535,228
April	2024	812,605	983,363	836,675	725,000	863,889	4,221,532
May	2024	960,584	1,180,035	990,350	580,000	1,022,563	4,733,532
June	2024	1,223,657	1,529,675	1,263,550	870,000	1,304,650	6,191,532
July	2024	434,436	480,755	443,950	1,160,000	458,390	2,977,531
August	2024	1,552,499	1,966,725	1,605,050	1,305,000	1,657,258	8,086,532
September	2024	1,716,920	2,403,775	1,775,800	1,450,000	2,009,866	9,356,361
October	2024	1,881,341	2,840,825	1,946,550	1,740,000	2,362,474	10,771,190
November	2024	1,716,920	3,059,350	1,775,800	1,885,000	2,538,778	10,975,848
December	2024	1,552,499	2,950,088	1,605,050	1,740,000	2,362,473	10,210,110
January	2025	2,210,183	1,937,825	2,288,050	1,450,000	2,009,866	10,798,924
February	2025	2,045,762	1,622,300	2,117,300	1,160,000	1,657,258	9,602,620
March	2025	1,881,341	1,403,775	1,946,550	870,000	1,069,106	8,670,772
April	2025	4,678,183	1,185,250	2,288,050	725,000	1,069,106	8,977,589
May	2025	4,020,499	1,966,725	1,605,050	580,000	892,802	7,097,076
June	2025	3,857,715	810,954	1,663,499	507,500	402,591	6,775,259
July	2025	-	-	-	435,000	-	435,000
August	2025	-	-	-	290,000	-	290,000
September	2025	-	-	-	145,000	-	145,000
October	2025	-	-	-	145,000	-	145,000
November	2025	-	-	-	87,000	-	87,000
December	2025	-	-	-	87,000	-	87,000
		$40,287,200	$38,302,000	$34,150,000	$29,000,000	$33,260,800	$175,000,000

AGENDA ITEM NO. 19.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of Blackburn Elementary School - Classroom Addition and Renovation - Agreement Between Owner and A.D. Morgan - Amendment 2 - Guaranteed Maximum Price, in the Amount of $35,164,840.25 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and A.D. Morgan, which authorizes the Guaranteed Maximum Price (GMP) in the amount of $35,164,840.25. The scope of work will include but is not limited to the replacement of Building 1; removal of Building 6; renovation of existing electrical, mechanical, and plumbing systems; renovation to building envelope systems including roofs, windows, and doors; enhancement of campus safety and security; and improvements to site drainage and on-site traffic queuing.

Blackburn Elementary School Classroom Addition and Renovation Summary Sheet is attached for reference.

Full Guaranteed Maximum Price Book is on file in the Construction Services Department.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Blackburn Elementary School - Classroom Addition and Renovation - Agreement between Owner and A.D. Morgan - Amendment 2 - Guaranteed Maximum Price, in the amount of $35,164,840.25. (Capital Funds)

Financial Impact
The amount of Amendment 2 is $35,164,840.25. The Guaranteed Maximum Price including this Amendment 2 is $36,404,396.28 and is included in the total project budget of $40,787,200.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Blackburn ES Classroom Addition and Renovation Summary Sheet
Blackburn ES Add and Reno Amend 2 GMP with Revised Exhibits

Blackburn Elementary School - Addition and Renovation

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Wannemacher Jensen Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	A.D. Morgan	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Sciences/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$	40,787,200.00	(01/30/24) Pending Project Budget
$	32,883,814.00	(06/27/23) Revised Project Budget (5 YR Capital Plan)
$	24,000,000.00	(06/28/22) Original Project Budget

HISTORY: Blackburn Elementary School was originally built in 1970. The site consists of one parcel containing 24 acres, located at 3904 17th Street East, Palmetto, Florida. A 5,000 square foot addition was added in 1976. In 1991, a remodeling and addition project was completed. The total existing satisfactory student station count is 813. In 2005, a new 10 classroom building, 14 parking spaces, upgrades to buildings 2,4, and 6 HVAC systems, upgrading the existing chiller system to accommodate the new building and systems, new stormwater control system, improved campus security, and the resurfacing asphalt parking and driveways throughout. In 2015, the replacement of the existing HVAC system in the kitchen and serving line.

SCOPE: The scope of work will include, but not limited to, replacement of Building 1 and the removal of Building 6; Complete renovations of the existing campus include the renovation of roof, mechanical, and plumbing systems; Building envelope improvements including window, door, and insulation system; enhancement of campus safety/security including fire alarm, site improvements; and on-site traffic queuing.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No. Funding sources that do not require an Educational Plant survey have be utilized.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	December 14, 2021	Approved	Selection Process
Agreement:	$ 100,000.00	June 28, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 1,627,211.00	October 25, 2022	Approved	Add'l Architectural / Engineering Services
TOTAL	$ 1,727,211.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	December 14, 2021	Approved	Selection Process
Agreement:	$ 850,000.00	June 28, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 389,556.03	August 8, 2023	Approved	Early Procurement Materials
Amendment 2:	$35,164,840.25	January 30, 2024	Pending	Guaranteed Maximum Price
TOTAL	$ 36,404,396.28			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 192,400.00	August 8, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 192,400.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 70,861.50			Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 70,861.50			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Blackburn Elementary School Addition and Renovation
Construction Manager: A.D. Morgan
Construction Manager Address: 716 N. Renellie Drive
Tampa, Florida 33609

The work is as follows: replacement of Building 1 and the removal of Building 6; Complete renovations of the existing campus include the renovation of roof, mechanical, and plumbing systems; Building envelope improvements including window, door, and insulation system; enhancement of campus safety/security including fire alarm, site improvements; and on-site traffic queuing.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 35,164,840.25
Previous Amount of Pre-Construction Agreement: $ 1,239,556.03
New Total Amount of GMP: $ 36,404,396.28

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Matt DiRenaddio / Vice President Name/Title: John Kalaf / Vice President Operations

As Witnessed: _____ A.D. Morgan
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director
William Horton

_____, Deputy Superintendent
Joseph A. Ranaldi
Joseph A. Ranaldi (Jan 17, 2024 15:44 EST)

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Blackburn Elementary School Addition and Renovation
3904 17th Street East, Palmetto, FL Manatee County Florida

Total Project Budget:

Design Services	$ 1,727,211.00
Construction Services	$36,405,783.00
Owner Services	$ 1,176,345.00
FF& E Technology	$ 1,477,861.00
Total Project Budget	$40,787,200.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 29, 2022
Date of Substantial Completion	October 15, 2025
Date of Final Completion	October 15, 2026

Architect/Engineer ("AE") Wannemacher Jensen Architects
29 West Orange Street
Tarpon, FL, 34689; Office: (727) 938-2835

Construction Manager ("CM") A.D. Morgan
716 N. Renellie Drive
Tampa, FL, 33609; Office: # (813) 832-3033

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$28,932,718.09
General Conditions	$ 3,278,618.00
Overhead and Profit (CM Fee)	$ 1,157,308.72
Preconstruction	$ 1,239,556.03 (6/28/22, Precon Agmt, 8/8/23, Precon Amend 1)
Unforeseen Conditions	$ 1,124,486.27
Bond	$ 671,709.17
TOTAL	$36,404,386.28

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $1,157,308.72

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 3,278,618.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 42% of wages and 42% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 06.35% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.46% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards (0.16%)

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 791524

Exhibits

Exhibits "B" and "D"GMP Summary & GMP are attached for reference.

EXH IBIT B – REVISED
January 30, 2024

List of CM Employees

EMPLOYEE	EMPLOYEE TITLE	% TIME ON JOB
John Kalaf	Project Executive	20%
Aaron Simpson	Project Manager	100%
Jorge Rivera	Project Superintendent	100%
Madison Beck	Assistant Project Manager	100%
William Freeswick	Assistant Superintendent	100%

EXHIBIT D - REVISED January 30, 2024

CONSTRUCTION TEAM REPRESENTATIVES

SDMC Project Director	Jeffery Medwetz
SDMC Project Assistant	Tina Lundy
Architect	Wannemacher Jensen Architects, Inc., Todd Willsie
Civil Engineering	Transystems
Structural Engineering	BBM Structural Engineering, Inc.
Mechanical Engineer	Engineering Matrix, Inc.
Electrical Engineering	Engineering Matrix, Inc.
Food Service Design	TBCI, LLC
Acoustical Design	Keane Acoustics
Landscape Architect	Terra Tectonics Design Group, Inc.
SDMC Instructional Member	Adrienne Vos

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Blackburn Elementary School Addition and Re** Date: 1/16/2024

Contractor: **A.D. Morgan**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
02A - Interior Demolition Package	155,764.00	
02B - Structural Demolition Package	209,651.00	
02C - Abatement Demolition Package	60,218.00	
03A - Concrete Package	1,825,008.00	
04A - Masonry Package	829,403.00	
05A - Structural Steel Package	704,543.43	
06A - Rough Carpentry Package	31,022.25	
06B - Millwork Package	224,481.00	
07A - Joint Sealant/Waterproofing Package	48,468.50	
07B - Roofing Package	1,201,581.00	
07C - Spray Foam Insulation	28,677.00	
07D - Fire Caulking & Fireproofing	39,945.00	
08A - Door Package	556,258.00	
08B - Window/Glazing Package	1,012,194.00	
09A & 09B - Stucco & Drywall Package	1,826,040.00	
09C - Acoustical Ceiling Package	257,581.00	
09D - Ceramic Package	432,131.00	
09E - Resilient / Carpet Package	519,004.00	
09F - Painting Package	314,723.00	
09G Final Cleaning Package	76,351.07	
10A - Signage Package	62,075.06	
10B & 10D - Accessories & Markerboard Package	637,132.00	
10C - Canopy / Awning Package	345,427.00	
11A - Kitchen Equipment Package	857,507.00	
11D - Playground Equipment Package	100,000.00	
12A - Window Treatment Package	48,461.26	
12B - Curtain and Drapery Package	20,185.00	
21A - Fire Protection Package	156,521.00	
22A - Plumbing Package	1,065,112.00	
23A - HVAC Package	6,782,100.00	
26A - Electrical Package	5,785,267.00	
31A - Sitework Package	2,746,354.00	
31B - Landscaping Package	373,581.00	
31C - Fencing Package	161,257.52	
31D - Paver Package	59,250.00	

Value Engineering	(620,556.00)	
Sub Total		**$28,932,718.09**
Early Procurement Amendment 1		
Early release package chiller/electrical gear (Board approved 8/8/23)	389,556.03	
Sub Total		**$389,556.03**
General Conditions:		
General Conditions - Labor	2,090,220.00	
General Requirements - Material	1,188,398.00	
Sub Total		**$3,278,618.00**
Overhead & Profit (Overall Project)		
Mark-Up	1,157,308.72	
Sub Total		**$1,157,308.72**
Pre-Construction Expenses		
Preconstruction/Summer 2022 work	850,000.00	
Sub Total		**$850,000.00**
Unforseseen Conditions:		
Escalation Contingency	340,403.54	
CM Contingency at GMP	680,807.08	
Design Contingency	680,807.08	
Design Contingency VE Savings	(425,504.43)	
Preconstruction Savings	(152,027.00)	
Sub Total		**$1,124,486.27**
Bond:		
General Liability Insurance & Builders Risk	523,430.88	
Bond	148,278.29	
Sub Total		**$671,709.17**
GMP TOTAL		**$36,404,396.28**

Exhibit A

Guaranteed Maximum Price Proposal

Blackburn Elementary School Addition and Renovation Project

Project ID#39515



Department of Construction Services

A.D. Morgan Corporation
Construction Manager
Submitted January 16, 2024

Per Appendix A, Article 2, Item 2.7 Guarantee Maximum Price

Section 1	**2.7.5.1**	**Cover Sheet**
Section 2	**2.7.5.2**	**Summary Sheet** **a. Summary Sheet** **b. Value Engineering**
Section 3	**2.7.5.3**	**General Conditions**
Section 4	**2.7.5.4**	**Allowances**
Section 5	**2.7.5.5**	**Schedule of Values & Schedule of Unit Prices**
Section 6	**2.7.5.6**	**Qualifications & Clarifications**
Section 7	**2.7.5.7**	**Statement of Date of Substantial Completion** **a. Project Schedule**
Section 8	**2.7.5.8**	**Solicited Subcontractors**
Section 9	**2.7.5.9**	**Subcontractor Bid Sheets**
Section 10	**2.7.5.10**	**Subcontractors & Suppliers Chart**
Section 11	**2.7.5.11**	**Personnel Chart for Construction**
Section 12	**2.7.5.12**	**Document List (Plans, Drawings, Specifications, Addenda)**
Section 13	**2.7.5.13**	**Additional Supporting Documentation**

Section 1:
Cover Sheet

Section 1
Cover Sheet

January 16, 2024

Mr. William Horton
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: At Risk Construction Managements - Guaranteed Maximum Price
Blackburn Elementary School Addition and Renovations Project
Project ID #39515

Dear Mr. Horton,

We are pleased to provide a GMP proposal for the Blackburn Elementary School Addition and Renovation project. Our proposal is Thirty-Six Million, Four Hundred and Four Thousand, Three Hundred and Ninety-Six Dollars and Twenty-Eight Cents (36,404,396.28).

Please do not hesitate to contact any member of our team should you have any questions.

Sincerely,

Jeremy M. Warner

A.D. Morgan Corporation
Jeremy M. Warner
Director of Pre-Construction

Section 2:
Summary Sheet

EXHIBIT A - GUARANTEED PRICE PROPOSAL
BLACKBURN ELEMENTARY SCHOOL PROJECT
PROJECT MSCD #39515

Section 2: Summary Sheet

1/16/2024

LINE		DESCRIPTION		AMOUNT	SUBCONTRACTOR
1	02A	02A - Interior Demolition Package		155,764.00	DHC
2	02B	02B - Structural Demolition Package		209,651.00	DHC
3	02C	02C - Abatement Demolition Package		60,218.00	ADS
4	03A	03A - Concrete Package		1,825,008.00	East & Westbrook
5	04A	04A - Masonry Package		829,403.00	East & Westbrook
6	05A	05A - Structural Steel Package		704,543.43	Steel Fabricators
7	06A	06A - Rough Carpentry Package		31,022.25	TBD
8	06B	06B - Millwork Package		224,481.00	Furniture Concepts
9	07A	07A - Joint Sealant/Waterproofing Package		48,468.50	General Caulking
10	07B	07B - Roofing Package		1,201,581.00	Service Works
11	07C	07C - Spray Foam Insulation		28,677.00	Tailored Foam
12	07D	07D - Fire Caulking & Fireproofing		39,945.00	Architectural Coatings
13	08A	08A - Door Package		556,258.00	Suncoast
14	08B	08B - Window/Glazing Package		1,012,194.00	Key Glass
15	09AB	09A & 09B - Stucco & Drywall Package		1,826,040.00	Garrard
16	09C	09C - Acoustical Ceiling Package		257,581.00	Acousti
17	09D	09D - Ceramic Package		432,131.00	Ansbro Aldrich
18	09E	09E - Resilient / Carpet Package		519,004.00	Ansbro Aldrich
19	09F	09F - Painting Package		314,723.00	Service Painting
20	01B	09G Final Cleaning Package		76,351.07	TBD
21	10A	10A - Signage Package		62,075.06	MarkMaster
22	10B	10B & 10D - Accessories & Markerboard Package		637,132.00	SDI/Mardale
23	10C	10C - Canopy / Awning Package		345,427.00	Perfection/Peachtree
24	11A	11A - Kitchen Equipment Package		857,507.00	Clark
25	11C	11D - Playground Equipment Package		100,000.00	Allowance
26	12A	12A - Window Treatment Package		48,461.26	Raise & Shine
27	12B	12B - Curtain and Drapery Package		20,185.00	Hiles
28	21A	21A - Fire Protection Package		156,521.00	Randall
29	22A	22A - Plumbing Package		1,065,112.00	LT Plumbing
30	23A	23A - HVAC Package		6,782,100.00	French's AC
31	26A	26A - Electrical Package		5,785,267.00	Interbay
32	31A	31A - Sitework Package		2,746,354.00	K&B Sitework
33	31B	31B - Landscaping Package		373,581.00	National Sprinklers
34	31C	31C - Fencing Package		161,257.52	Ocala Fencing
35	31D	31D - Paver Package		59,250.00	TBD
36		**Subtotal**		**29,553,274.09**	
37		Approved Value Engineering		(620,556.00)	
38		**Subtotal**		**28,932,718.09**	
39		Mark-Up		1,157,308.72	
40		**Total Direct Costs**		**30,090,026.81**	
41		General Conditions - Labor		2,090,220.00	
42		General Requirements - Material		1,188,398.00	
43		Esc. Contingency		340,403.54	
44		CM Contingency at GMP		680,807.08	
45		Design Contingency		680,807.08	See VE-64
46		Design Contingency VE Savings		(425,504.42)	See VE-64
47		General Liability Insurance & Builders Risk		523,430.88	
48		Bond		148,278.29	
49		**Total Construction Cost**		**35,316,867.25**	
50		Summer 2022 Package		850,000.00	
51		Preconstruction Fees		In Summer 2022 Package	

EXHIBIT A - GUARANTEED PRICE PROPOSAL
BLACKBURN ELEMENTARY SCHOOL PROJECT
PROJECT MSCD #39515

Section 2: Summary Sheet
1/16/2024

LINE		DESCRIPTION		AMOUNT	SUBCONTRACTOR
52		Buy-Out Savings		(152,027.00)	Summer 2022 Package
53		Early Release Equipment GMP		389,556.03	
54		Addendum Changes		-	
55		ODP Tax Savings		-	Est. 300,000 Allowance
56		Less ODP Management Fee		-	
57		Approved Alternates		-	
58		**GRAND TOTAL**		**36,404,396.28**	

AGENDA ITEM NO. 19.2

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Annual Comprehensive Financial Report (ACFR) and All Official Parts Thereof for the Fiscal Year Ended June 30, 2023 (No Financial Impact)

Executive Summary
The Governmental Accounting Standards Board has stated every governmental entity, including school entities, should prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR serves as the school system's official annual report and contains introductory information, schedules necessary to demonstrate compliance with finance-related legal and contractual provisions and statistical data. The ACFR provides useful information for taxpayers, rating agencies and investors, resulting in a positive impact on debt issuance.

The purpose of the financial statements is to report on the financial position and operations of the school system (including its blended component units) and provide an overview of the discretely presented component units. The ACFR enables school business officials to educate the school board and the public about the status of a school system's finances.

The District received the Association of School Business Officials (ASBO) International Certificate of Excellence in Financial Reporting for its 2022 ACFR. This nationally recognized award is designed to facilitate the development of clear and complete financial reports. The key reasons to apply are credibility, savings, transparency, and improvement.

A copy of the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023 is attached.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the Annual Comprehensive Financial Report (ACFR) and all official parts thereof for the fiscal year ended June 30, 2023 (No Financial Impact).

Financial Impact
The application fee for the ASBO Certificate of Excellence program has been included in the Finance Department's budgeted funds for the 2023-2024 fiscal year.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:

Annual Comprehensive Financial Report

The School District of
Manatee County, Florida
For the Fiscal Year Ended June 30, 2023









Inspiring our Students to Learn, Dream and Achieve

Annual Comprehensive Financial Report

The School District of Manatee County, Florida

For the Fiscal Year Ended June 30, 2023

Prepared by the
Finance Department

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
www.manatee.k12.fl.us

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2023

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SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

January 10, 2024

Dear Chair, Members of the School Board of Manatee County, Florida, and Citizens of Manatee County:

We are pleased to submit the Annual Comprehensive Financial Report (ACFR) of the School Board of Manatee County, Florida (District) for the fiscal year ended June 30, 2023. State law requires all school districts publish within 9 months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with auditing standards generally accepted in the United States by an independent certified public accountant.

This report consists of management's representations concerning the finances of the District. Responsibility for the accuracy, completeness and fairness of the information presented, including all disclosures, rests with the District's management. To provide a reasonable basis for making these representations, management of the District has established a comprehensive internal control framework that is designed both to protect District assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

This report will provide the taxpayers of the District with financial data in a format enabling them to gain an understanding of the financial affairs and standing of the District.

Independent Audit

Cherry Bekaert LLP has independently audited the District's financial statements for the fiscal year ended June 30, 2023. The goal of the independent audit is to provide reasonable assurance that the financial statements of the District are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The report on the basic financial statements by Cherry Bekaert LLP is included in the financial section of the ACFR. The independent auditor concluded there is a reasonable basis for rendering an unmodified opinion that, based on the audit and reports of other auditors, the District's financial statements are fairly presented in all material respects, in conformity with GAAP.

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

The independent audit of the financial statements of the District was part of a broader, federally mandated "Single Audit" designed to meet the special needs of Federal grantor agencies. The District is required to undergo an annual Single Audit in conformity with the provisions of the Single Audit Act of 1996 and the United States Office of Management and Budget Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements but also the audited government's internal controls and compliance with the legal requirements with special emphasis on internal controls and legal requirements involving the administration of Federal awards. Information related to this Single Audit, including the Schedule of Expenditures of Federal Awards, findings and questioned costs, summary of prior audit findings, and the report of independent auditor on the internal control over compliance and on compliance with applicable requirements, are included in the Reports and Schedules section.

The ACFR includes all funds of the District, the Manatee School Board Leasing Corporation, and 13 charter schools, which comprise the reporting entity. The Leasing Corporation was formed by the School Board to be the lessor in connection with financing the acquisition and/or construction of certain educational facilities. The charter schools are public schools operating under operating contracts with the District. The charter schools are included in the ACFR as discretely presented component units. One charter school, the State College of Florida Collegiate School, operates under another governmental agency and, therefore, is not included as a discretely presented component units of the District.

The ACFR is presented in three sections as follows:

1. The Introductory Section, which contains the Letter of Transmittal, List of Principal Officials, and an Organizational Chart of the District.

2. The Financial Section, which includes the Independent Auditor's Report, Management's Discussion and Analysis (MD&A), basic financial statements, notes to the financial statements, and other supplemental information.

   The basic financial statements and notes provide an overview of the District's financial position and operating results. The other supplemental information provides more detailed information relative to the basic financial statements, which includes combining statements for non-major governmental funds, combining statements for each fund type, budget to actual statements for all governmental funds, and combining statements for the discretely presented component units. The MD&A immediately follows the report of independent auditor and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements the letter of transmittal and should be read in conjunction with it.

3. The Statistical Section presents on a multi-year basis, selected social and economic data, financial trends, and the fiscal capacity of the District.

Reports and schedules required by *Governmental Auditing Standards* and United States Office of Management and Budget (OMB) follow the three sections identified above. Also included is the Affidavit on Impact Fees.

Profile of the School District

The District and its governing body were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District in accordance with Chapter 1001, Florida Statutes. The District consists of five elected officials responsible for the adoption of policies, which govern the operation of public schools in Manatee County. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of Florida Statutes, State Board of Education Rules, and District policies. Section 1010.01, Florida Statutes, requires each school district to prepare and maintain financial records and accounts as prescribed by law and rules of the State Board of Education.

The geographic boundaries of the District are those of Manatee County. The County encompasses a 742 square mile area located in west central Florida and is approximately 45 miles south of the city of Tampa. The County operates under a constitution adopted in 1921 and has a projected estimated population of 422,774 persons. Within its borders are six municipalities: City of Anna Maria, Bradenton, Bradenton Beach, Holmes Beach, Palmetto, and the Town of Longboat Key.

During the 2022-23 fiscal year, the District operated 54 schools at 52 sites; including 31 elementary schools, 9 middle schools, 7 high schools, 2 K-8 combination schools, 1 alternative education school, 1 ESE center, 1 post-secondary school (operated at 2 school sites) and 2 virtual schools. The District also managed 12 contract sites, including 4 Department of Juvenile Justice sites, and authorized operating contracts with 14 charter schools. The charter schools are separate not-for-profit corporations organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act, and Section 1002.33, Florida Statutes. The average age of schools for the District is 24 years. The District reported serving approximately 52,136 unweighted, full-time equivalent students based on the fourth calculation of the 2022-23 fiscal year and projects it will enroll 53,766 students for the 2023-24 fiscal year.

The District receives most of its operating funds through a State funding formula intended to equalize funding received from the State and local property tax among districts within the State. Charter schools operating through a contract with the District are provided with their proportionate share of these funds, based on the number of reported full-time equivalent students enrolled at the charter schools.

The District serves students from infants through adults. Students in the District represent a diverse community of learners, including a variety of ethnic and cultural backgrounds. The student population breaks down as follows: 45.5 percent White, 35.0 percent Hispanic, 12.3 percent Black/African American, 5.1 percent Multiracial, 2.0 percent Asian and 0.1 percent American Indian/Alaskan Native.

In addition to the various educational programs offered to K-12 students, the District offers services including programs for babies of teen parents who are progressing toward achieving high school diplomas; programs for special education from age 3 to 21; preschool programs for children from birth through five years; programs for eligible homeless or at risk of becoming homeless students; and voluntary pre-kindergarten services.

The District also offers programs for adults to learn the necessary skills to enter the workforce or increase opportunities for advancement in current positions. Adults who did not finish high school may prepare for the official GED Test to earn a State of Florida high school diploma, and students

from other countries can learn communication skills through the District's English Language Learner (ELL) programs. Fee-supported courses are also available to increase personal development in various subjects such as computers, photography, and personal financial planning.

District Vision
The School District of Manatee County will be an exemplary student-focused school system that develops lifelong learners to be globally competitive.

District Mission
The School District of Manatee County will educate and develop all students today for their success tomorrow.

Economic Condition and Outlook

The County is part of the North Port-Bradenton-Sarasota Metropolitan Statistical Area (MSA) that includes Manatee and Sarasota Counties. Since 2010, the population of Manatee County has increased 31% percent to 422,774. For the 2022 calendar year, the Office of Economic & Demographic Research ranks Manatee County as the 16th most populous county (out of 67 counties) in the State with 1.9 percent of Florida's population. Manatee County's unemployment rate was 2.9 percent.

The County experienced increased growth in the housing market. In 2022, there were 8,457 new private housing structures permitted in Manatee County up from 5,052 in 2020. The median sales price for an existing single-family home in Manatee County was $515,000 a year-over-year decrease (as of July 2023) of 1.2 percent, according to the Realtor Association of Sarasota and Manatee.

The District recognizes it benefits financially from the growth in population as well as the increase in property values. The District anticipates continued growth in the number of students served by District schools. The 2025 population projection for Manatee County is 447,768.

Major Initiatives and Accomplishments

Fiscal year 2022-23 was a busy and successful year for the School District of Manatee County. The District's accomplishments include:

WE ARE RESILIENT AND STRONG ACADEMICALLY

- The School District of Manatee County is ranked 25TH amongst Florida's 67 school districts based on student test scores, our highest ranking ever.
- Manatee District students surpassed the state in mathematics in grades 3-7, Algebra 1 and Geometry.
- Thirteen teams consisting of 46 Manatee District elementary school students qualified and participated in the 2023 VEX Robotics World Championship in Dallas, Texas.

WE ARE FINANCIALLY SOUND

- The School District's General Fund Balance has grown from $14.4 million on June 30, 2014, to $85.9 million at the end of June 30, 2023.
- Global Financial Ratings firms – Moody's, Standard and Poor's, and Fitch Ratings – have all remained consistent based upon the financial performance of the District.

WE ARE PAYING COMPETITIVE SALARIES

- This past school year marked the eighth-consecutive year the District provided pay increases to teachers and other employees.
- Pay for a beginning teacher increased from $38,285 in 2015-16 to $48,586 in 2022-23, and now represents one of the highest starting teachers' salaries amounts in the state.

WE ARE PREPARING FOR GROWTH

- Sugg Middle School was completely rebuilt with occupancy occurring in January of 2023 and demolition of the old campus and final site improvements ongoing.
- Braden River Middle School underwent major campus wide renovations including a six-classroom addition with the project completed in December 2022.
- Palmetto High School has a major project in progress that includes a new two-story classroom building, new cafeteria, administration building renovation/addition, upgrades to the baseball facilities, new bus loop, and site improvements.
- Buffalo Creek Middle School has a project in progress which includes a new multi-story media center, eight classroom addition, renovations to the administration building, enhancements to the main entry, three additional classrooms and improved vehicular access off 69th Street East.
- Major renovations and additions are under design at Haile Middle School, Tara Elementary, Blackburn Elementary, and Oneco Elementary Schools. Construction on the campuses is scheduled to commence in the fall of 2023 and the projects are funded by the 2023 COPS.
- Palma Sola Elementary School renovation and additions are in the planning stage with the architect and construction manager selection being advertised in the fall of 2023. The project will include the replacement of the majority of the existing campus buildings and renovation/remodeling of the newer structure on campus with campus-wide utility and infrastructure upgrades. The project is funded by the 2023 COPS.
- Major addition projects are under construction for two high schools; Southeast - science classroom addition and Lakewood Ranch - 20 classroom addition. At Parrish Community a 16-classroom addition is under design with construction scheduled to commence during the 2023-24 school year.
- A new school, East County K-8, is in design with construction scheduled to commence in 2024.
- The District is partnering with MCR Health to provide clinic facilities and services at Daughtrey Elementary School.
- The Maintenance Division continues to focus on energy conservation by identifying and replacing inefficient lighting with LEDs at Stadiums, Gymnasiums, Parking Lots, Media Centers, Classrooms, and Auditoriums along with chillers and other HVAC infrastructure components.

- The District is participating in the Electric School Bus Grant offered through the Department of Environmental Protection. Four Electric School Buses are scheduled for delivery in 2023 and construction will commence shortly for the charging stations.
- Food and Nutrition Services (FNS) served over 7.9 million meals, averaging 15,000 breakfasts, and 29,000 lunches for the 2022-23 School Year.
- FNS in 2022-23 completed a successful U.S.D.A. Administrative Review which included procurement, resource management, and menu compliance.

WE ARE A LEADER IN OFFERING STUDENT INNOVATIVE ACADEMIC OPTIONS

- We opened the world's first Guy Harvey Academy of Arts and Science at Anna Maria Elementary.
- We launched Florida's first WOZ-ED Career Pathway School at Palm View K-8.
- We initiated Florida's first Garner Holt Animatronics program at Nolan Middle and Sugg Middle schools.
- We introduced Florida's first elementary agricultural program at Myakka City Elementary.
- We are starting the region's first Aviation Maintenance Technical School at SRQ Airport.

WE ARE IMPLEMENTING OUR STRATEGIC PLAN AND TECHNOLOGY PLAN

- The District is successfully implementing READY 2026 Strategic Plan.
- The District Technology Plan is Board approved December 8, 2020 – June 2025.
- 500+ Information Technology projects have successfully been implemented in just three years.
- 30+ Information Technology projects are active and on schedule for successful completion.

WE ARE INCREASING SECURITY

- Phases 1 and 2 of the security fencing projects has been completed with Phase 3 completion by December 2023.
- Annual Florida Safe Schools Assessment Tool (FSSAT) performed by school officials to identify threats and vulnerabilities in all schools.
- School Safety Guardians completed training and are prepared to protect staff and students on our school campuses.
- Prepared all schools and district buildings for a crisis utilizing a Crisis Alert System in compliance with Alyssa's Law.

WE ARE SUPPORTED BY OUR COMMUNITY

- Manatee County voters renewed a 15-year, Half-Cent Sales Tax for District capital needs in November 2016.
- Manatee County voters overwhelmingly renewed a 1-mill property tax in November 2021 by a margin of 69% to 31% to support additional instructional time, competitive teacher pay, STEAM programs and charter schools.

WE ARE CHAMPIONS

- Parrish Community High School, which opened in 2019, won its first ever state championship when the Bulls' softball team won the Class 5A state title in 2023.
- Manatee District JROTC Cadets won five state championships in 2023 in male and female Raider, Color Guard, and Individual and Exhibition Drill competitions.

Financial Information

The District is responsible for maintaining budgetary controls and ensuring spending follows the annual appropriated budget approved by the District. All governmental fund types utilized by the District are included in the annual appropriated budget. The legal level of budgetary control is established at the fund-function-object level for all funds; this is the level at which expenditures cannot exceed the appropriated amount.

Budgetary information is integrated into the accounting system. To facilitate budgetary control, budget balances are encumbered when purchase orders are issued. Appropriations lapse at year-end and outstanding encumbrances are honored in the subsequent year's appropriations.

To provide budgetary control for salaries, the District on an annual basis adopts a staffing plan that establishes teaching positions based generally on student populations served. Additionally, support and administration positions are created based on established criteria.

On November 23, 2021, Manatee County voters demonstrated their commitment to the District by voting for a renewal of a 1-mill levy to lengthen instructional time by 30 minutes each school day; increase pay for teachers, bus drivers and other staff who work directly with students; and to expand career science, technical, engineering, arts, and math programs.

On June 30, 2023, the District's General Fund balance totaled $85,961,973.33, an increase of $35,573,637.27. The General Fund balance is comprised of four classifications; non-spendable (i.e., inventory and prepaid items), restricted (i.e., state categorical, grants, millage roll forward), assigned (i.e., encumbrances, programs), and unassigned (residual spendable amount not contained in any other category). The fund balance is broken down as follows: $643,366.74 non-spendable, $14,186,758.81 restricted, $9,528,798.76 assigned, and $61,603,049.02 unassigned fund balance. The increase is mainly attributed to staff vacancies, the use of categorical flexibility, increases in non-recurring revenue related to COVID-19 reimbursements, and unspent funds in restricted and categorical programs (which are reappropriated in 2023-24).

The District continues to demonstrate strong financial stewardship. For the tenth consecutive fiscal year, the District closed the year with a positive fund balance exceeding the state reporting requirement of 3 percent. The District's assigned and unassigned fund balance totaled $71,131,847.78 or 14.0 percent of revenues, a 4.6 percent increase over the prior year of 9.4 percent and total fund balance equated to 16.9 percent of revenues. The District provided financial oversight to support a staffing and academic plan to enhance the educational environment.

Certificate of Excellence in Financial Reporting

The Association of School Business Officials, International (ASBO) awarded a Certificate of Excellence in Financial Reporting to the District for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022. This is the 17th year the District received this prestigious

award. To be awarded the Certificate of Excellence in Financial Reporting, the District must publish an easily readable and efficiently organized Annual Report. The Certificate of Excellence is valid for a period of one year only. Upon completion of the Annual Report this year, the District will once again apply for consideration of this award.

Acknowledgements

The preparation of the ACFR was made possible by the dedicated service of the entire staff of the District's Finance Department. Our sincere appreciation is extended to each member of the department for their contributions in the preparation and completion of this report.

In closing, we would like to thank the members of the District School Board and the Audit Committee for their leadership which has aided in the accomplishments of the School District of Manatee County. We also thank the District's teachers, staff, and the citizens of Manatee County, who have greatly contributed to the educational success of the students and to the operation of this innovative school system.

Respectfully submitted,

Dr. Jason C. Wysong
Superintendent

Rachel P. Sellers
Deputy Superintendent of Business Services

Catherine Miley
Director of Finance

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

SCHOOL BOARD MEMBERS

Mr. Wesley Chad Choate, III, , Chair
Member from District 4
Member since August 2021 (Appointed by Governor to fill vacant seat)
Elected November 2022
Current term expires November 2026

Mr. Richard Tatem
Member from District 5
Member since November 2022
Current term expires November 2026

Ms. Cindy Spray, Vice-Chair
Member from District 2
Member since November 2022
Current term expires November 2026

Ms. Gina Messenger
Member from District 1
Member since November 2016
Current term expires November 2024

Ms. Mary Foreman
Member from District 3
Member since November 2020
Current term expires November 2024

School District of Manatee County, Florida

List of Principal Officials – Appointed

Cynthia Saunders, Superintendent

Vacant - Deputy Superintendent of Instruction

Doug Wagner, Deputy Superintendent of Operations

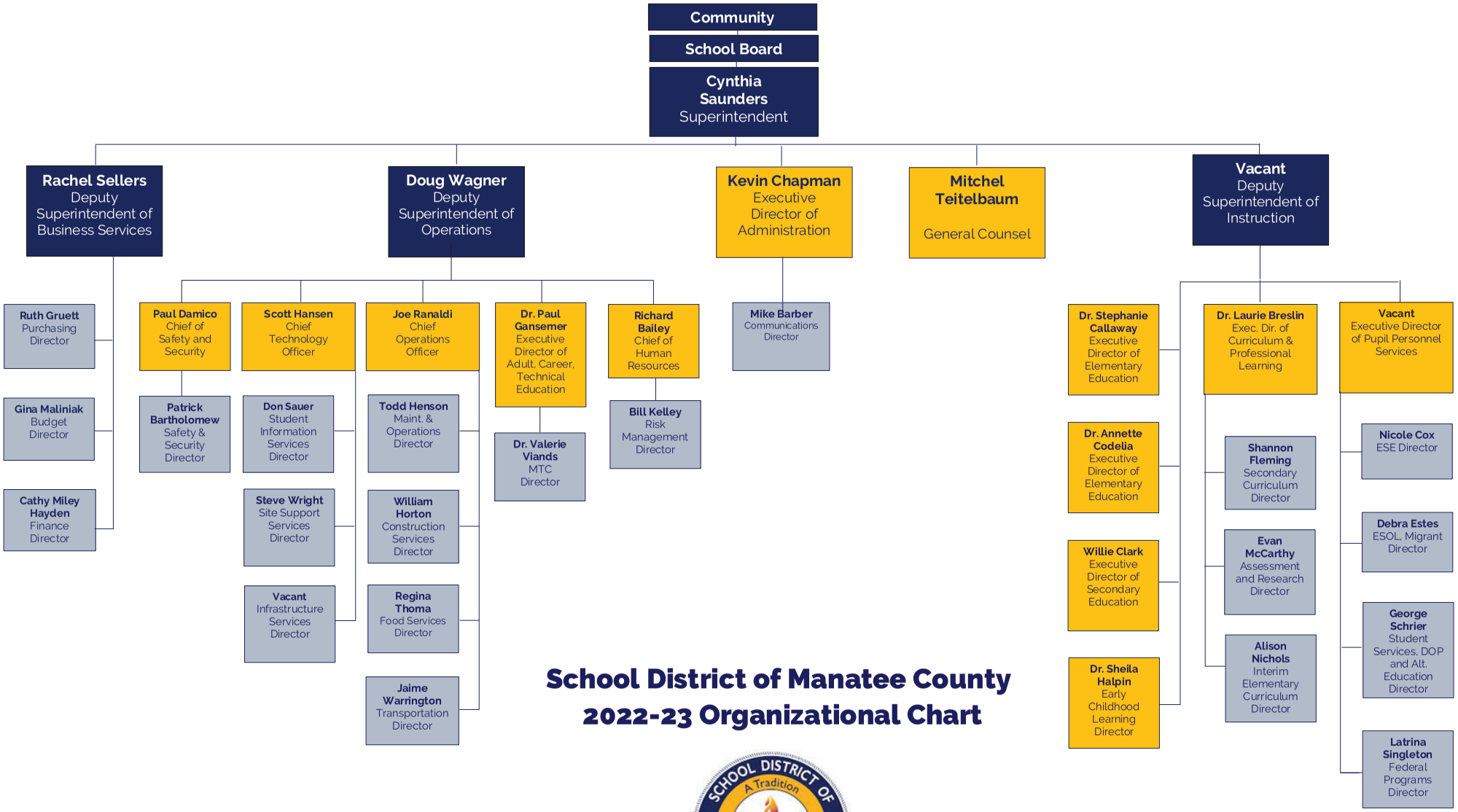
Rachel Sellers, Deputy Superintendent of Business Services

Willie Clark, Executive Director, Secondary Education

Cathy Miley Hayden, Finance Director

Richard Bailey, Chief Human Resources Officer

Scott Hansen, Chief Technology Officer



School District of Manatee County
2022-23 Organizational Chart

ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL

The Certificate of Excellence in Financial Reporting is presented to

School District of Manatee County

for its Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

The district report meets the criteria established for ASBO International's Certificate of Excellence in Financial Reporting.

CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

John W. Hutchison
President

Siobhán McMahon, CAE
Chief Operations Officer/
Interim Executive Director

Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor

To the Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the School District of Manatee County (the "District") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and Federal Education Stabilization Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the discretely presented component units as of June 30, 2023. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the discretely presented component units is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Other Supplemental Information, as listed in the table of contents, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit and the report of other auditors, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

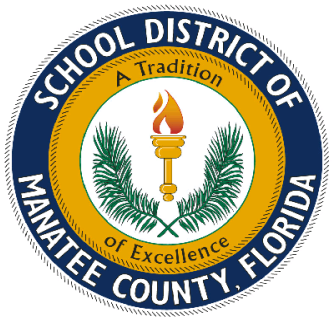
In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering District's internal control over financial reporting and compliance.

Cherry Bekaert LLP

Tampa, Florida
January 10, 2024



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The management of the District School Board of Manatee County, Florida (the "District") has prepared the following discussion and analysis to (a) assist the reader in focusing on significant financial issues, (b) provide an overview and analysis of the District's financial activities, (c) identify changes in the District's financial position, (d) identify material deviations from the approved budget, and (e) highlight significant issues in individual funds.

Because the information contained in the Management's Discussion and Analysis (MD&A) is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the District's financial statements.

Financial Highlights

- The assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources on June 30, 2023, by $893,410,077.61 (net position). Of this amount, $175,632,130.15 represents a deficit unrestricted net position.

- The deficit in unrestricted net position was due primarily to the District's long-term liabilities and related deferrals for employee benefits on June 30, 2023. Significant liabilities and deferrals included: Net Pension Liability $304,590,044.00, Compensated Absences Payable $33,575,716.40, and Deferred Inflows of Resources related to Pensions of $17,014,632.00.

- The District's total net position increased by $128,944,208.85 or 16.87 percent. The increase is the result of current year operations.

- As of the close of the current fiscal year, the District's total governmental funds reported combined fund balances of $450,359,903.45, an increase of $244,147,111.75 in comparison with the prior fiscal year. This balance is mainly attributed to balances designated for construction projects in Capital Funds.

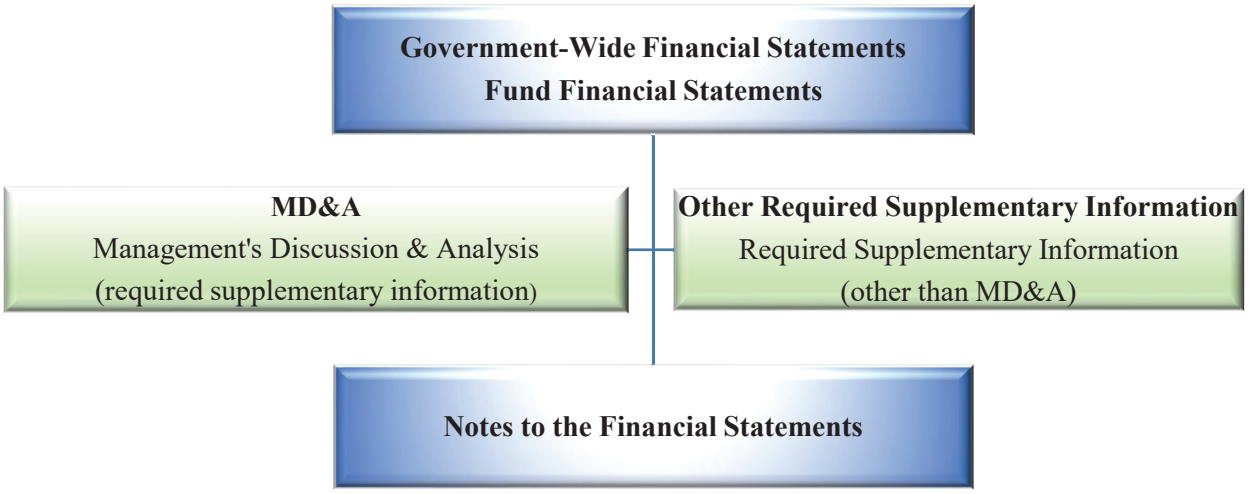
- The District's assigned and unassigned fund balance for the General Fund was $71,131,847.78 or 13.96 percent of total General Fund revenues, which exceeds the three percent reporting threshold, and the Board established goal of five percent. The total General Fund balance was $85,961,973.33, or 16.87 percent of total General Fund revenues.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

The government-wide financial statements provide both long-term and short-term information about the District's overall financial status. The subsequent statements are fund financial statements that focus on individual parts of the District and provide greater detail of the District's operations than the government-wide statements. Additionally, the basic financial statements include notes, which explain some of the information in the statements and provide more detailed data. The illustration below shows how the various parts of the financial section are arranged and relate to one another.

Basic Financial Statements



Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position provides information about the District's financial position, its assets, liabilities, and deferred inflows/outflows of resources, using an economic resources measurement focus. Assets plus deferred outflows of resources, less liabilities, and deferred inflows of resources, equals net position, which is a measure of the District's financial health. The statement of activities presents information about the change in the District's net position, and the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the District's financial health is improving or deteriorating.

The statement of activities provides information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in the future fiscal periods (e.g., uncollected taxes and earned but unused vacation and sick leave).

Both above government-wide financial statements distinguish functions of the District that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include such functions as instruction, student personnel services, administration, student transportation, maintenance, and other items. The District does not report any business-type activities.

The government-wide financial statements include not only the District itself (known as the primary government), the statements also include 14 charter schools the District is financially accountable for. Financial information for these component units is reported separately from the financial information presented for the primary government itself. One other charter school, the State College of Florida Collegiate School, operates under another governmental agency and therefore, is not included as a discretely presented component unit.

Charter schools are public schools that operate under a performance contract, or a "charter" which frees them from many regulations created for traditional public schools while holding them accountable for academic and financial results. The charter contract between each charter school's governing board and the District details the school's mission, program, goals, students served, methods of assessment and ways to measure success. The length of time for which charters are granted varies by each school authorized.

Charter schools are created when a legal entity applies to the District; the District reviews the application, if the application is approved, the applicants form a governing board that negotiates a contract with the District School board; and the applicants and the District agree upon a charter or contract. The District then becomes the sponsor of the charter school. The negotiated contract outlines expectations of both parties regarding the school's academic and financial performance.

A charter school is statutorily required to (s.1002.33(9), F.S.):

- Be nonsectarian in its programs, admission policies, employment practices, and operations;
- Be accountable to the school district for its performance;
- Not charge tuition or fees;
- Comply with all applicable state and local health, safety, and civil rights requirements;
- Not discriminate based on race, national origin, sex, handicap, or marital status;
- Subject itself to and pay for an annual financial audit;
- Maintain all financial records that constitute its accounting system in accordance with current law;
- Annually adopt and maintain an operating budget;
- Fully participate in the state's education accountability program.

First and central to charter school accountability is the charter or contract between the charter school and the District. The sponsor may close a charter school if the school fails to meet the student performance outcomes agreed upon in the charter, fails to meet generally accepted

standards of fiscal management, violates the law, or shows other good cause. When a charter is not renewed or is terminated, any unencumbered public funds from the charter school reverts to the District; all property and improvements, furnishings, and equipment purchased with public funds automatically revert to full ownership by the District subject to complete satisfaction of any lawful liens or encumbrances.

The Manatee School Board Leasing Corporation (Leasing Corporation), although legally separate, was formed to facilitate financing for the acquisition of facilities and equipment. Due to the substantive economic relationship between the District and Leasing Corporation, the Leasing Corporation has been included as an integral part of the primary government.

The government-wide financial statements can be found on pages 21 through 23 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the District's funds may be classified within one of three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains 12 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance. The General Fund, one special revenue fund (Federal Education Stabilization Fund), one debt service fund (Other Debt Service Fund) and two capital projects funds (1011.71(2), F.S., Local Capital Improvement Tax Fund and Other Capital Projects Fund) are major funds and are presented in the same manner. Data from the other seven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The District maintains budgetary controls to ensure compliance with legal provisions embodied in the annual appropriations budget approved by the Board. Budgetary to actual comparisons have been provided for the General Fund as well as other major and nonmajor funds to demonstrate budgetary compliance.

The basic governmental fund financial statements can be found on pages 24 through 36 of this report.

Proprietary Funds. The District's proprietary funds consist of internal service funds. Internal service funds are an accounting device used to accumulate and allocate costs internally among the District's various functions. The District uses internal service funds to account for its self-insurance programs for Health and Casualty/Liability. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the District's self-insurance programs. The two internal service funds are combined in a single, aggregated presentation in the proprietary fund financial statements. Internal service funds financial statements are provided on pages 37 through 39 of this report.

Fiduciary Funds. Fiduciary funds are used to report assets held in a trustee or fiduciary capacity for the benefit of external parties, such as donation, trust, and scholarship funds. Fiduciary funds are not reflected in the government-wide statements because the resources of those funds are not available to support the District's own programs. In its fiduciary capacity, the District is responsible for ensuring the assets reported in these funds are used only for their intended purposes. The fiduciary fund financial statements can be found on pages 40 through 41 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to fully understand the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 43 through 86 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the District's progress in funding its obligation to provide Other Postemployment Benefits (OPEB) to its employees and supplementary information concerning the District's proportionate share of net pension liability and contributions to the defined benefit pension plan. The required supplementary information can be found on pages 87 through 89 of this report.

Other Supplemental Information. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the notes to financial statements. Combining and individual fund statements and schedules can be found on pages 91 through 137 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $893.4 million at the close of the current fiscal year. The following is a summary of the District's net position as of June 30, 2023, compared to net position as of June 30, 2022:

Net Position, End of Year

	Governmental Activities		Difference Increase (Decrease)	Percentage Change
	June 30, 2023	June 30, 2022		
Current and other assets	$ 539,435,376.52	$ 274,376,043.00	$ 265,059,333.52	96.60%
Capital assets, net	1,063,193,498.27	1,022,891,769.00	40,301,729.27	3.94%
Total assets	1,602,628,874.79	1,297,267,812.00	305,361,062.79	23.54%
Deferred charges on refunding	4,601,527.28	5,345,349.00	(743,821.72)	-13.92%
Deferred outflows related to OPEB	4,165,610.00	4,814,946.00	(649,336.00)	-13.49%
Deferred outflows related to pensions	108,726,751.00	102,348,850.00	6,377,901.00	6.23%
Total deferred outflows of resources	117,493,888.28	112,509,145.00	4,984,743.28	4.43%
Total assets and deferred outflows of resources	$ 1,720,122,763.07	$ 1,409,776,957.00	$ 310,345,806.07	22.01%
Current and other liabilities	51,398,530.53	40,678,196.00	10,720,334.53	26.35%
Long-term liabilities, current	31,371,346.47	29,079,966.00	2,291,380.47	7.88%
Long-term liabilities, noncurrent	722,754,221.46	407,255,947.00	315,498,274.46	77.47%
Total Liabilities	805,524,098.46	477,014,109.00	328,509,989.46	68.87%
Deferred inflows related to OPEB	4,173,955.00	2,503,960.00	1,669,995.00	66.69%
Deferred inflows related to pensions	17,014,632.00	165,793,019.00	(148,778,387.00)	-89.74%
Total deferred inflows of resources	21,188,587.00	168,296,979.00	(147,108,392.00)	-87.41%
Total liabilities and deferred inflows of resources	826,712,685.46	645,311,088.00	181,401,597.46	28.11%
Net Position				
Net Investment in Capital Assets	671,424,999.31	794,572,362.00	(123,147,362.69)	-15.50%
Restricted	397,617,208.45	171,195,037.00	226,422,171.45	132.26%
Unrestricted (Deficit)	(175,632,130.15)	(201,301,530.00)	25,669,399.85	-12.75%
Total net position	893,410,077.61	764,465,869.00	128,944,208.61	16.87%
Total liabilities, deferred inflows of resources, and net position	$ 1,720,122,763.07	$ 1,409,776,957.00	$ 310,345,806.07	22.01%

The District's total net position was higher on June 30, 2023, than the previous fiscal year, increasing $128.9 million or 16.87 percent to $893,410,077.61. The increase is primarily due to an increase in Cash and Cash Equivalents with Fiscal Agent for Capital Projects.

The District's current and other assets increased by $265.0 million, or 96.6 percent due primarily to increases in Cash and Cash Equivalents and increases in Capital Assets.

The largest portion of the District's net position of $893.4 million, is its investment in capital assets (e.g., land, buildings, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. The District uses these capital assets to educate the students of Manatee County, Florida; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position, $397.6 million, represents resources that are subject to external restrictions on how they may be used. The unrestricted net position, a deficit amount of $175.6 million, was in part, the result of accruing net pension liabilities and related deferred inflows and outflows of resources.

The key elements of the changes in the District's net position for the fiscal years ended June 30, 2023, and June 30, 2022, are as follows:

	Governmental Activities		Difference Increase	Percentage
	2023	2022	(Decrease)	Change
Revenues:				
Program Revenues:				
Charges for Services	$ 17,057,135.00	$ 12,650,177.00	$ 4,406,958.00	34.84%
Operating Grants and Contributions	27,301,439.39	35,343,531.00	(8,042,091.61)	-22.75%
Capital Grants and Contributions	5,260,787.00	2,307,209.00	2,953,578.00	128.02%
General Revenues:			-	
Property Taxes Levied for Operational Purposes	290,734,598.58	247,484,131.00	43,250,467.58	17.48%
Property Taxes Levied for Capital Purposes	86,830,455.08	69,048,580.00	17,781,875.08	25.75%
Sales Taxes	49,701,086.36	45,130,466.00	4,570,620.36	10.13%
Grants and Contributions, not Restricted to Specific Programs	282,221,031.15	278,452,650.00	3,768,381.15	1.35%
Unrestricted Investment Earnings	13,579,528.82	856,946.00	12,722,582.82	1484.64%
Miscellaneous	24,089,799.51	44,264,355.00	(20,174,555.49)	-45.58%
Total Revenues	796,775,860.89	735,538,045.00	61,237,815.89	8.33%
Functions/Program Expenses:				
Instruction	383,725,049.54	335,539,870.00	48,185,179.54	14.36%
Student Support Services	28,450,156.95	25,715,166.00	2,734,990.95	10.64%
Instructional Media Services	5,409,342.51	4,870,842.00	538,500.51	11.06%
Instruction and Curriculum Development Services	15,787,807.50	13,542,051.00	2,245,756.50	16.58%
Instructional Staff Training Services	7,934,089.80	6,679,972.00	1,254,117.80	18.77%
Instruction Related Technology	81,224.04	199,201.00	(117,976.96)	-59.23%
School Board	1,216,729.35	1,485,777.00	(269,047.65)	-18.11%
General Administration	5,979,155.50	5,639,287.00	339,868.50	6.03%
School Administration	33,597,295.39	31,141,144.00	2,456,151.39	7.89%
Facilities Services	29,781,284.89	62,973,391.00	(33,192,106.11)	-52.71%
Fiscal Services	3,535,779.29	2,734,180.00	801,599.29	29.32%
Food Services	35,096,204.11	31,471,494.00	3,624,710.11	11.52%
Central Services	11,729,665.86	10,398,774.00	1,330,891.86	12.80%
Student Transportation Services	17,196,788.62	15,919,674.00	1,277,114.62	8.02%
Operation of Plant	43,434,386.71	38,693,481.00	4,740,905.71	12.25%
Maintenance of Plant	9,945,143.38	8,926,521.00	1,018,622.38	11.41%
Administrative Technology Services	8,461,390.96	7,527,179.00	934,211.96	12.41%
Community Services	16,060,378.97	13,732,705.00	2,327,673.97	16.95%
Interest on Long-Term Debt	10,409,778.66	8,810,312.00	1,599,466.66	18.15%
Unallocated Depreciation/Amortization	-	9,283.00	(9,283.00)	-100.00%
Total Expenses	667,831,652.04	626,010,304.00	41,821,348.04	6.68%
Increase in Net Position	128,944,208.85	109,527,741.00	19,416,467.85	17.73%
Net Position - Beginning	764,465,868.76	654,938,128.00	109,527,740.76	16.72%
Net Position - Ending	$ 893,410,077.61	$ 764,465,869.00	$ 128,944,208.61	16.87%

The District's revenues increased by 8.3 percent to $796.8 million. Property taxes, FEFP funding, grants and contributions accounted for the largest portion of the District's revenue. The remainder

came from operating grants and contributions, capital grants and contributions, sales tax, charges for services, and other sources.

The total cost of all programs and services increased by 6.7 percent to $667.9 million. Approximately 88.1 percent of the District's expenses are related to student instruction, student services, facilities services, transportation, operation of plant and maintenance of schools. The District's administrative activities, including school administration, account for approximately 11.9 percent of total costs.

The total revenues surpassed expenses, increasing the net position by over 128.9 million or 17.7 percent. Key components of this change are as follows:

- Property taxes for all governmental activities increased by $61.0 million over the previous year. This change is related to growth in property values combined with an increased millage tax roll value, as well as higher impact fee revenue.

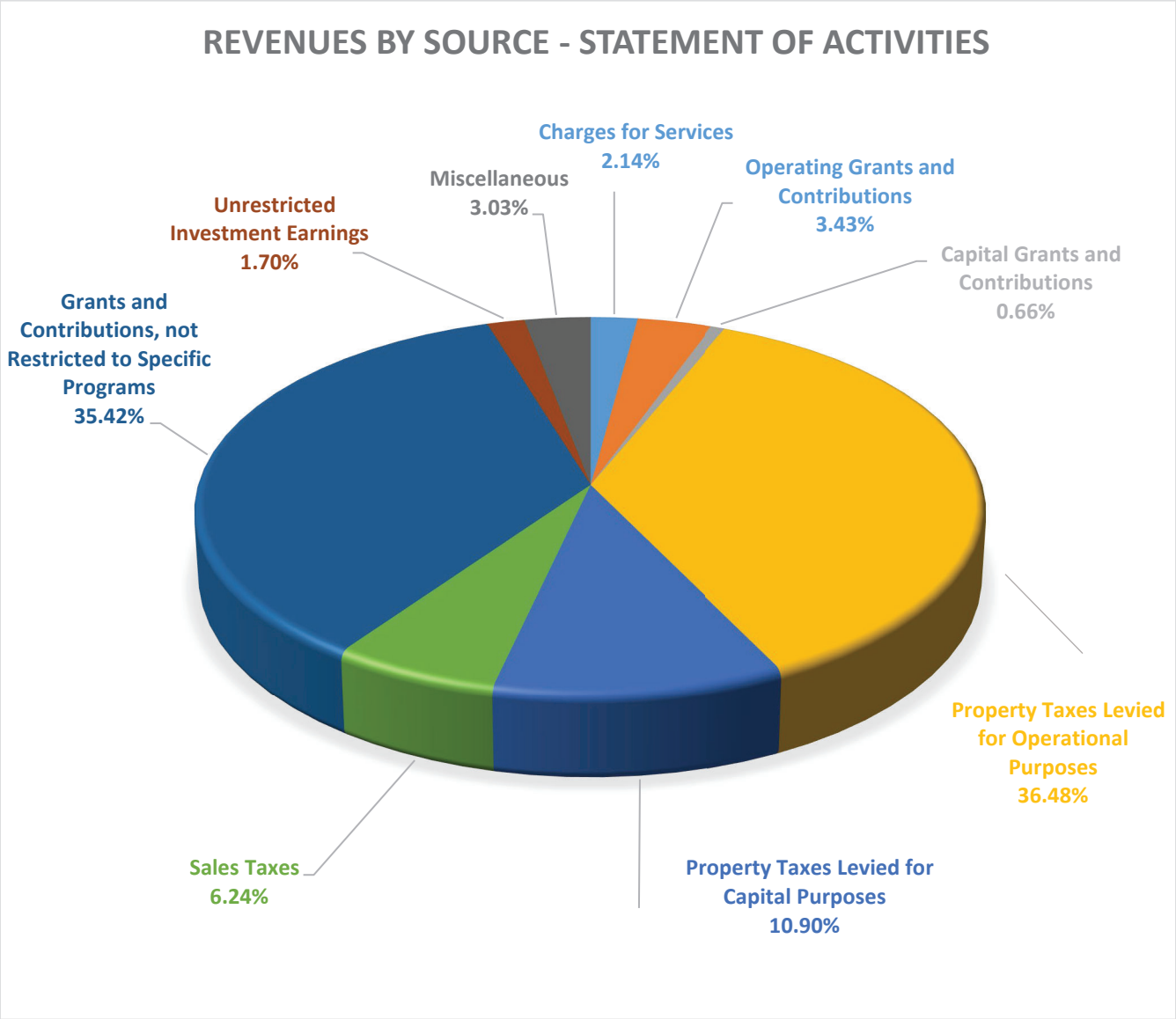
- Unrestricted investment earnings increased by $12.7 million.

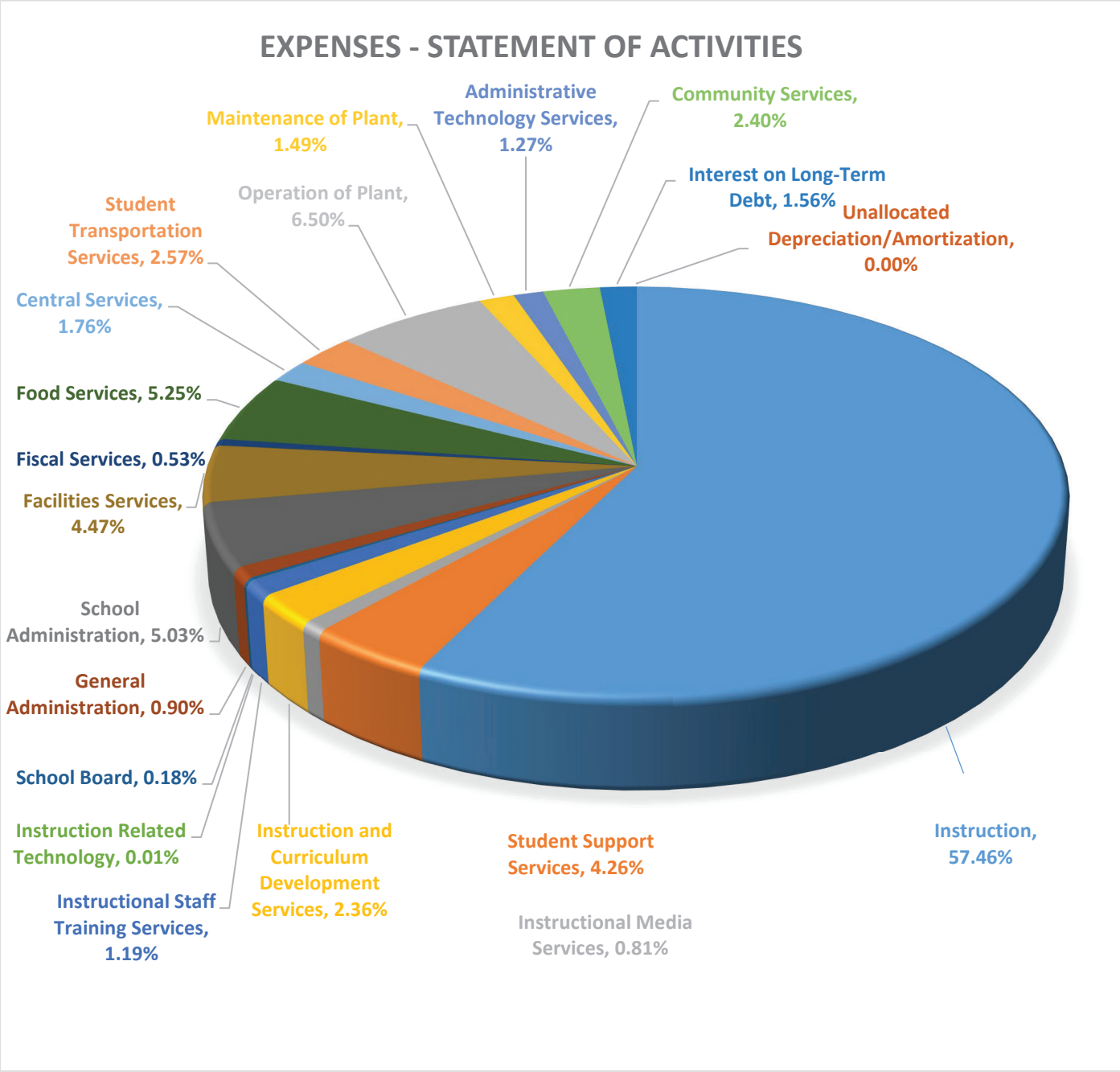
- Operating grants and contributions decreased by $8.0 million as these were mainly attributed to COVID-19 reimbursements.

- Miscellaneous revenue decreased by $20.1 million, primarily due to changes in reporting categories related to capital assets. Projects that were classified as construction in progress were completed and moved to buildings and fixed equipment.

- Operation of plant and food services related expenses increased by $9.5 million, mainly due to increase in costs for these services.

- Instruction, student support services and facility services related expenses increased by approximately $19.1 million.


REVENUES BY SOURCE - STATEMENT OF ACTIVITIES
Charges for Services 2.14%
Operating Grants and Contributions 3.43%
Capital Grants and Contributions 0.66%
Miscellaneous 3.03%
Unrestricted Investment Earnings 1.70%
Grants and Contributions, not Restricted to Specific Programs 35.42%
Property Taxes Levied for Operational Purposes 36.48%
Sales Taxes 6.24%
Property Taxes Levied for Capital Purposes 10.90%


EXPENSES - STATEMENT OF ACTIVITIES
Maintenance of Plant, 1.49%
Administrative Technology Services, 1.27%
Community Services, 2.40%
Operation of Plant, 6.50%
Interest on Long-Term Debt, 1.56%
Student Transportation Services, 2.57%
Unallocated Depreciation/Amortization, 0.00%
Central Services, 1.76%
Food Services, 5.25%
Fiscal Services, 0.53%
Facilities Services, 4.47%
School Administration, 5.03%
General Administration, 0.90%
School Board, 0.18%
Instruction Related Technology, 0.01%
Instruction and Curriculum Development Services, 2.36%
Instructional Staff Training Services, 1.19%
Student Support Services, 4.26%
Instructional Media Services, 0.81%
Instruction, 57.46%

Financial Analysis of the Government's Funds

Major Governmental Funds

The General Fund is the chief operating fund of the District. Presented below is an overall analysis of the General Fund as compared to the prior year.

Changes in General Fund Activity For End of Year

Categories	June 30, 2023	June 30, 2022	Difference Increase (Decrease)
Revenues	$ 509,662,179.76	$ 455,396,441.00	$ 54,265,738.76
Other Financing Sources (Uses)	19,559,534.99	13,927,079.00	5,632,455.99
Beginning Fund Balance	50,388,336.06	42,260,186.00	8,128,150.06
Total	579,610,050.81	511,583,706.00	68,026,344.81
			-
Expenditures	493,648,077.48	461,195,370.00	32,452,707.48
Ending Fund Balances			
Nonspendable	643,366.74	691,636.00	(48,269.26)
Restricted	14,186,758.81	6,950,507.00	7,236,251.81
Assigned	9,528,798.76	6,482,925.00	3,045,873.76
Unassigned	61,603,049.02	36,263,268.06	25,339,780.96
Total Fund Balance	85,961,973.33	50,388,336.06	35,573,637.27
Total	$ 579,610,050.81	$ 511,583,706.06	$ 68,026,344.75

At the end of the current fiscal year, the District's assigned and unassigned fund balance for the General Fund was $71,131,847.78 or 13.96 percent of total General Fund revenues, while total fund balance was $85,961,973.33 or 16.87 percent of total General Fund revenues. The remainder of fund balance is not available for new spending because it is (1) nonspendable in the form of inventory amounts, $643,366.74 and (2) restricted for specific State categorical programs, grants, local tax levy, and other purposes, $14,186,758.81.

The fund balance of the District's General Fund increased by $35,573,637.27. This increase is primarily due to an increase in Ad Valorem Tax revenue.

The Special Revenue – Federal Education Stabilization Fund – is used to report revenues and expenditures for federal awards and includes Elementary and Secondary Emergency Relief funds (ESSER), other CARES Act Relief Funding (including Governor's Emergency Education Relief) and Emergency Connectivity Fund. Because grant revenues are not recognized until expenditures are incurred, this fund generally does not accumulate a fund balance.

The Debt Service - Other Debt Service Fund is used to account for the payment of principal, interest, and related costs on the sales tax bond issues, certificates of participation issues and other debt issues. The fund balance in this fund is $26,972.93 which is for debt service expenses.

The Capital Projects – Section 1011.71(2), F.S., Local Capital Improvement Tax Fund is used to account for the financial resources generated by the local capital improvement tax levied under Section 1011.71(2), Florida Statutes. The fund balance at June 30, 2023, which was restricted for capital projects, was $57,733,028.67. This was an increase of $25,307,370.05 over the prior fiscal year's fund balance of $32,425,658.62. The increase in fund balance is attributed an increase in revenue.

The Capital Projects - Other Capital Projects Fund is used to account for the financial resources generated by various sources. Included in this fund are sales tax revenues and impact fee revenues and other miscellaneous capital outlay funded projects. The fund balance for this fund at the current fiscal year end, which was restricted for capital projects, was $272,894,801.38. The fund balance increased during the fiscal year by $180,600,892.33, due to increases in sales tax and impact fee revenue and the issuance of the Series 2023 Certificates of Participation.

Proprietary Funds. The District's proprietary fund financial statements provide the same type of information found in the government-wide financial statements. Net position at the end of the current fiscal year for the District's Self-Insurance programs was $14,435,384.95. The total increase in the District's self-insurance program's net position was $3,724,645.51. The increase in net position is due to the District's transfer of general funds to the health self- insurance fund to resolve solvency issues and the State's required reserve in the health insurance fund because of flat premium contributions and an increase in medical claim costs during the fiscal year.

General Fund Budgetary Highlights

The District's original budget is prepared in accordance with Florida Statutes and is based on the modified accrual basis of accounting, which is the same basis as is used to account for actual transactions. The most significant budgeted fund is the General Fund.

During the 2022-2023 fiscal year, the District amended its General Fund budget several times, which resulted in a decrease in total budgeted revenues of $1,732,316.94 or 0.34 percent. At the same time, final budgeted expenditures are less than the original budgeted amounts by $15,204,926.06. Budget revisions occurred primarily from changes to planned expenses related to instruction. The variance between the final General Fund budgeted amounts and actuals is due to the use of non-recurring revenue related to COVID-19 reimbursements, staffing vacancies, the use of categorical flexibility, and unspent funds in restricted and categorical programs (which is reappropriated in 2023-2024). The original budget projected a $18,328,619.19 net decrease in fund balance, with an ending fund balance of $32,059,716.81. At fiscal year-end, the District's final budget showed $316,931.93 net decrease in fund balance, with a final budgeted fund balance of $50,071,404.13.

District's revenues were $1,875,083.52 less than final budgeted and the District's actual expenditures were $38,544,828.23 less than final budgeted. Most functional areas of the District experienced cost savings compared to budgeted amounts.

Capital Assets and Debt Administration

Capital Assets. The District's investment in capital assets for the governmental activities as of June 30, 2023, totals $1,063,193,498.27 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, improvements other than buildings, buildings and fixed equipment, furniture, fixtures and equipment, motor vehicles, lease assets, and computer software. The total increase in the District's investment in capital assets (net of accumulated depreciation) for the current fiscal year was $40,301,728.78 or approximately 3.7 percent.

The increase in net capital assets is primarily due to acquisitions of $85.8 million, offset by deductions in capital assets of $45.5 million, net of depreciation expense.

Major capital asset events during the fiscal year included the following:

- Sugg Middle School - replacement project in completion.
- Braden River Middle School - renovation and addition project in completion.
- Additions at Buffalo Creek Middle School, Freedom Elementary School, and Lakewood Ranch High School are in progress.
- Major renovations at Haile Middle School, Palmetto High School, and Tara Elementary School are in progress.
- A new science building is under construction at Southeast High School.

Capital Assets
(net of depreciation)

	Governmental Activities		Difference Increase (Decrease)	Percentage Change
	2023	2022		
Land	$ 46,384,529.21	$ 46,391,948.00	$ (7,418.79)	-0.02%
Construction in Progress	41,955,655.49	38,289,954.00	3,665,701.49	9.57%
Improvements Other Than Buildings	13,595,872.35	12,441,750.00	1,154,122.35	9.28%
Buildings and Fixed Equipment	933,221,013.94	899,214,954.00	34,006,059.94	3.78%
Furniture, Fixtures, and Equipment	20,495,447.23	19,370,607.00	1,124,840.23	5.81%
Motor Vehicles	7,252,280.61	7,054,859.00	197,421.61	2.80%
Lease Assets	247,318.86	-	247,318.86	0.00%
Computer Software	41,380.58	127,697.00	(86,316.42)	-67.59%
Total	$ 1,063,193,498.27	$ 1,022,891,769.00	$ 40,301,729.27	3.94%

Additional information on the District's capital assets can be found in Note II.D of the Notes to Financial Statements.

Long-Term Debt. At the end of the current fiscal year, the District had total debt principal outstanding of $385,136,650.05.

Long-Term Debt

Principal Balance	Governmental Activities June 30, 2023	Governmental Activities June 30, 2022	Difference Increase (Decrease)	Percentage Change
Bonds Payable	$ 109,950,178.71	$ 107,180,000.00	$ 2,770,178.71	2.58%
Installment-Purchases Payable	1,716,409.94	3,324,775.00	(1,608,365.06)	-48.38%
Leases Payable	215,514.69	-	215,514.69	0.00%
Certificates of Participation	273,254,546.71	103,235,000.00	170,019,546.71	164.69%
Total	$ 385,136,650.05	$ 213,739,775.00	$ 171,396,875.05	80.19%

Further information on the District's long-term debt can be found in Note II.J of the Notes to Financial Statements.

Fiscal Year 2024 Budget and Economic Factors

The District's primary source of General Fund discretionary operating revenue is District School Taxes derived from local Ad Valorem taxes. Revenue from local taxes is expected to increase by 17.3 percent or $50.2 million over fiscal year 2023-24. The increase is primarily attributed to a growth in assessed property values. This increase in taxable value was offset by a decrease in the required local effort millage rate, from 3.274 in fiscal year 2022-23 to 3.173 in fiscal year 2023-24, as established by the Florida Department of Revenue.

Future budgets are dependent on the Florida Legislature, voter support and property tax values. County voters demonstrated their commitment to the School District of Manatee County by renewing a 1-mill referendum on November 3, 2021. This funding has allowed the District to increase instruction time by 30 minutes each day, increase pay for teachers, bus drivers and other staff who work directly with students and expand career, technical/science/engineering and arts programs to address the continuous growth in our county.

Florida Education Finance Program (FEFP) provides funding to Florida schools districts based upon student enrollment (FTE). Enrollment is projected to increase by 1,631 or 3.03 percent to 53,767 unweighted FTE. FEFP funding for the 2023-24 fiscal year is anticipated to increase by $34 million or 8.5 percent.

Overall, General Fund operating revenues are projected to increase by 1.0 percent from the prior fiscal year.

Salaries and benefits are the largest operating expenditure of the District, accounting for 63.8 percent of the general fund operating budget or $408 million.

The District's self-insured health insurance program provides affordable plans for District employees and their dependent children. Spouses of employees may also participate in the District program at a rate commensurate with the per member cost of coverage. Determination of the share of costs between the employer and employee is subject to negotiations with bargaining units which have not yet been ratified for the 2023-24 fiscal year.

The District relies upon capital funding from District School Taxes (Ad Valorem), a half-cent sales tax approved by referendum in 2002 and extended in November 2016, and Impact Fee revenue from Manatee County to maintain, construct or purchase District facilities, equipment, and technology.

District capital improvement taxes are anticipated to be $17.1 million higher in fiscal year 2023-24 over fiscal year 2022-23. The current half-cent sales tax referendum is scheduled to expire in December 2032. In fiscal year 2023-24, sales tax revenues are estimated to generate $51.7 million, a $2.0 million increase or 4 percent higher than fiscal year 2022-23.

Certificates of Participation in the amount of $262 million are expected to be issued in 2024-25 for new construction at three schools, Rye Ranch Elementary School, Artisan Lakes Elementary School, and Rangeland Parkway High School.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, parents, students, investors, and creditors with a general overview of the District's finances and to demonstrate compliance and accountability for its resources.

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

School District of Manatee County
Finance Department
215 Manatee Avenue West
Bradenton, Florida 34205

Visit our website at:
http://www.manateeschools.net

View an electronic copy at:
https://www.manateeschools.net/Domain/1142.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
June 30, 2023

	Primary Government	
	Governmental Activities	**Component Units**
ASSETS		
Cash and Cash Equivalents	$ 313,266,275.49	$ 22,055,160.00
Cash and Cash Equivalents with Fiscal Agent	183,740,075.38	-
Investments	191,331.10	119,832.00
Accounts Receivable	3,121,720.96	1,897,519.00
Due from Related Parties	-	492,584.00
Due from Other Agencies	24,553,933.18	3,679,732.00
Deposits Receivable	-	396,439.00
Inventories	1,335,466.95	-
Prepaid Items	-	678,271.00
Restricted Investments	13,226,573.46	14,363,351.00
Capital Assets:		
Non-depreciable	88,340,184.70	25,503,282.00
Depreciable (Net)	974,853,313.57	118,874,967.00
Total Assets	1,602,628,874.79	188,061,137.00
DEFERRED OUTFLOWS OF RESOURCES		
Deferred Charges on Refunding	4,601,527.28	174,000.00
Other Postemployment Benefits	4,165,610.00	-
Pensions	108,726,751.00	4,765,499.00
Total Deferred Outflows of Resources	117,493,888.28	4,939,499.00
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 1,720,122,763.07	$ 193,000,636.00
LIABILITIES		
Salaries and Wages Payable	$ 12,333,827.37	$ 1,840,760.00
Payroll Deductions and Withholdings Payable	6,908,997.46	-
Accounts Payable	6,577,260.95	9,550,482.00
Construction Contracts Payable	11,020,346.05	-
Construction Contracts Payable - Retainage	213,030.14	-
Sales Tax Payable	3,325.74	-
Due to Related Parties	-	1,676,100.00
Matured Debt Payable	9,700,000.00	-
Matured Interest Payable	1,503,186.75	-
Accrued Interest Payable	1,170,945.00	9,239.00
Unearned Revenue	1,967,611.07	1,706.00
Long-Term Liabilities:		
Portion Due or Payable Within One Year:		
Notes Payable	-	1,553,834.00
Installment-Purchases Payable	1,441,268.66	-
Leases Payable	60,802.80	1,383,699.00
Bonds Payable	8,040,000.00	351,750.00
Certificates of Participation Payable	10,040,000.00	-
Early Retirement Plan Payable	9,679.92	-
Estimated Insurance Claims Payable	8,364,000.00	-
Compensated Absences Payable	3,415,595.09	74,724.00
Portion Due or Payable After One Year:		
Notes Payable	-	34,302,566.00
Installment-Purchases Payable	275,141.28	-
Leases Payable	154,711.89	53,495,133.00
Bonds Payable	101,910,178.71	56,710,466.00
Certificates of Participation Payable	263,214,546.71	-
Early Retirement Plan Payable	19,359.56	-
Estimated Insurance Claims Payable	7,721,781.00	-
Net Other Postemployment Benefits Payable	14,708,337.00	-
Net Pension Liability	304,590,044.00	9,692,493.00
Compensated Absences Payable	30,160,121.31	345,580.00
Total Liabilities	805,524,098.46	170,988,532.00
DEFERRED INFLOWS OF RESOURCES		
Other Post Employment Benefits	4,173,955.00	-
Pensions	17,014,632.00	613,548.00
Total Deferred Inflows of Resources	21,188,587.00	613,548.00
NET POSITION		
Net Investment in Capital Assets	671,424,999.31	(2,145,975.00)
Restricted for:		
State Required Carryover Programs	3,482,192.69	-
Food Service	14,607,124.09	-
Debt Service	11,660,123.08	2,068,752.00
Capital Projects	350,190,890.59	675,347.00
Other Purposes	17,676,878.00	14,408,675.00
Unrestricted	(175,632,130.15)	6,391,757.00
Total Net Position	893,410,077.61	21,398,556.00
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	$ 1,720,122,763.07	$ 193,000,636.00

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
Instruction	$ 383,725,049.54	$ 4,566,295.71	$ -	$ -
Student Support Services	28,450,156.95	-	-	-
Instructional Media Services	5,409,342.51	-	-	-
Instruction and Curriculum Development Services	15,787,807.50	-	-	-
Instructional Staff Training Services	7,934,089.80	-	-	-
Instruction-Related Technology	81,224.04	-	-	-
School Board	1,216,729.35	-	-	-
General Administration	5,979,155.50	-	-	-
School Administration	33,597,295.39	-	-	-
Facilities Services	29,781,284.89	135,867.14	-	4,850,606.09
Fiscal Services	3,535,779.29	-	-	-
Food Services	35,096,204.11	5,492,522.91	27,301,439.39	-
Central Services	11,729,665.86	307,953.05	-	-
Student Transportation Services	17,196,788.62	-	-	-
Operation of Plant	43,434,386.71	-	-	-
Maintenance of Plant	9,945,143.38	109,510.98	-	-
Administrative Technology Services	8,461,390.96	-	-	-
Community Services	16,060,378.97	6,444,985.21	-	-
Interest on Long-Term Debt	10,409,778.66	-	-	410,180.91
Total Primary Government	$ 667,831,652.04	$ 17,057,135.00	$ 27,301,439.39	$ 5,260,787.00
Component Units:				
Charter Schools	$ 97,622,092.00	$ 3,480,489.00	$ 9,734,409.00	$ 4,031,222.00

The accompanying notes to financial statements are an integral part of this financial statement.

Functions/Programs	Net (Expense) Revenue and Changes in Net Position	
	Primary Government	Component Units
	Governmental Activities	Component Units
Primary Government:		
Governmental Activities:		
Instruction	$ (379,158,753.83)	$ -
Student Support Services	(28,450,156.95)	-
Instructional Media Services	(5,409,342.51)	-
Instruction and Curriculum Development Services	(15,787,807.50)	-
Instructional Staff Training Services	(7,934,089.80)	-
Instruction-Related Technology	(81,224.04)	-
School Board	(1,216,729.35)	-
General Administration	(5,979,155.50)	-
School Administration	(33,597,295.39)	-
Facilities Services	(24,794,811.66)	-
Fiscal Services	(3,535,779.29)	-
Food Services	(2,302,241.81)	-
Central Services	(11,421,712.81)	-
Student Transportation Services	(17,196,788.62)	-
Operation of Plant	(43,434,386.71)	-
Maintenance of Plant	(9,835,632.40)	-
Administrative Technology Services	(8,461,390.96)	-
Community Services	(9,615,393.76)	-
Interest on Long-Term Debt	(9,999,597.75)	-
Total Primary Government	(618,212,290.65)	-
Component Units:		
Charter Schools	-	(80,375,972.00)
General Revenues:		
Taxes:		
Property Taxes, Levied for Operational Purposes	290,734,598.58	-
Property Taxes, Levied for Capital Projects	86,830,455.08	-
Sales Taxes	49,701,086.36	-
Grants and Contributions, not Restricted to Specific Programs	282,221,031.15	86,789,972.00
Unrestricted Investment Earnings	13,579,528.82	22,762.00
Miscellaneous	24,089,799.51	1,099,364.00
Special Item	-	(3,058,270.00)
Total General Revenues and Special Item	747,156,499.50	84,853,828.00
Changes in Net Position	128,944,208.85	4,477,856.00
Net Position - Beginning	764,465,868.76	16,920,700.00
Net Position - Ending	$ 893,410,077.61	$ 21,398,556.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2023

		Debt Service	Capital Projects		Special Revenue
	General Fund	Other Debt Service Fund	Section 1011.71(2), F.S., Local Capital Improvement Tax Fund	Other Capital Projects Fund	Federal Education Stabilization Fund
ASSETS					
Cash and Cash Equivalents	$ 98,967,915.03	$ 31,135.11	$ 61,545,792.45	$ 101,703,838.00	$ -
Cash and Cash Equivalents with Fiscal Agent	-	11,203,186.75	-	172,536,888.63	-
Investments	-	-	-	-	-
Accounts Receivable	3,023,743.97	-	-	-	-
Due from Other Funds	3,110,232.02	-	-	-	-
Due from Other Agencies	2,796,162.71	-	28,107.94	13,499,907.08	1,598,083.20
Inventories	643,366.74	-	-	-	-
Restricted Investments	-	-	-	-	-
TOTAL ASSETS	$ 108,541,420.47	$ 11,234,321.86	$ 61,573,900.39	$ 287,740,633.71	$ 1,598,083.20
LIABILITIES					
Liabilities:					
Salaries and Wages Payable	$ 12,333,827.37	$ -	$ -	$ -	$ -
Payroll Deductions and Withholdings Payable	6,908,997.46	-	-	-	-
Accounts Payable	1,463,908.63	4,162.18	3,641,722.69	255,668.60	518,379.67
Construction Contracts Payable	-	-	199,149.03	10,821,197.02	-
Construction Contracts Payable - Retainage	-	-	-	213,030.14	-
Sales Tax Payable	3,325.74	-	-	-	-
Due to Other Funds	-	-	-	-	1,079,703.53
Matured Debt Payable	-	9,700,000.00	-	-	-
Matured Interest Payable	-	1,503,186.75	-	-	-
Unearned Revenue	1,869,387.94	-	-	-	-
Total Liabilities	22,579,447.14	11,207,348.93	3,840,871.72	11,289,895.76	1,598,083.20
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenue	-	-	-	3,555,936.57	-
Total Deferred Inflows of Resources	-	-	-	3,555,936.57	-
FUND BALANCES					
Nonspendable					
Inventories	643,366.74	-	-	-	-
Restricted					
State Required Carryover Programs	3,482,192.69	-	-	-	-
Local Sales Tax and Other Tax Levy	5,950,024.84	-	-	-	-
Food Services	-	-	-	-	-
Debt Service	-	26,972.93	-	-	-
Capital Projects	-	-	57,733,028.67	272,894,801.38	-
Grants	1,689,827.03	-	-	-	-
Other Purposes	3,064,714.25	-		-	-
Assigned					
Encumbrances	1,821,548.60	-	-	-	-
Local Sales Tax and Other Tax Levy	1,758,245.24	-	-	-	-
School and Local Programs	5,949,004.92	-	-	-	-
Unassigned	61,603,049.02	-	-	-	-
Total Fund Balance	85,961,973.33	26,972.93	57,733,028.67	272,894,801.38	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 108,541,420.47	$ 11,234,321.86	$ 61,573,900.39	$ 287,740,633.71	$ 1,598,083.20

The accompanying notes to financial statements are an integral part of this financial statement.

Nonmajor Governmental Funds	Total Governmental Funds
$ 20,230,065.81	$ 282,478,746.40
-	183,740,075.38
191,331.10	191,331.10
87,413.34	3,111,157.31
-	3,110,232.02
6,631,672.25	24,553,933.18
692,100.21	1,335,466.95
13,226,573.46	13,226,573.46
$ 41,059,156.17	$ 511,747,515.80
$ -	$ 12,333,827.37
-	6,908,997.46
416,492.39	6,300,334.16
-	11,020,346.05
-	213,030.14
-	3,325.74
2,030,528.49	3,110,232.02
-	9,700,000.00
-	1,503,186.75
98,223.13	1,967,611.07
2,545,244.01	53,060,890.76
4,770,785.02	8,326,721.59
4,770,785.02	8,326,721.59
692,100.21	1,335,466.95
-	3,482,192.69
-	5,950,024.84
14,028,485.00	14,028,485.00
12,804,095.15	12,831,068.08
2,962.76	330,630,792.81
-	1,689,827.03
6,215,484.02	9,280,198.27
-	1,821,548.60
-	1,758,245.24
-	5,949,004.92
-	61,603,049.02
33,743,127.14	450,359,903.45
$ 41,059,156.17	$ 511,747,515.80



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SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
June 30, 2023

Total Fund Balance - Governmental Funds		$ 450,359,903.45
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, net of accumulated depreciation, used in governmental activities are not current financial resources and, therefore, are not reported as assets in the governmental funds.		1,063,193,498.27
Interest on long-term debt is accrued as a liability in the government-wide statements, but is not recognized in the governmental funds until due.		(1,170,945.00)
The difference between the acquisition price and the net carrying amount of refunded debt is reported as a deferred outflow of resources in the government-wide statements, but is not reported in the governmental funds.		4,601,527.28
Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position.		14,435,384.95
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at year-end consist of:		
Leases Payable	$ (215,514.69)	
Installment-Purchases Payable	(1,716,409.94)	
Bonds Payable	(109,950,178.71)	
Certificates of Participation Payable	(273,254,546.71)	
Early Retirement Plan Payable	(29,039.48)	
Compensated Absences Payable	(33,575,716.40)	(418,741,405.93)
Earned revenues not received within the availability period are reported as unavailable revenues in the governmental funds, but are recorded as revenue in the government-wide statements.		8,326,721.59
Deferred outflows of resources and deferred inflows of resources related to other postemployment benefits are applicable to future periods and therefore, are not reported in the governmental funds.		
Net Other Postemployment Benefits Payable (OPEB)	$ (14,708,337.00)	
Deferred outflows of resources related to OPEB	4,165,610.00	
Deferred inflows of resources related to OPEB	(4,173,955.00)	(14,716,682.00)
On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current year). On the Statement of Net Position, the District's proportionate share of the net pension liability of the cost sharing defined benefit pension plans in which the District participates is reported as a noncurrent liability, and deferred outflows of resources and deferred inflows of resources related to pensions are also reported.		
Net Pension Liability	$ (304,590,044.00)	
Deferred outflows of resources related to pensions	108,726,751.00	
Deferred inflows of resources related to pensions	(17,014,632.00)	(212,877,925.00)
Total Net Position - Governmental Activities		$ 893,410,077.61

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2023

		Debt Service	Capital Projects		Special Revenue
	General Fund	Other Debt Service Fund	Section 1011.71(2), F.S., Local Capital Improvement Tax Fund	Other Capital Projects Fund	Federal Education Stabilization Fund
REVENUES					
Federal Direct Sources:					
Reserve Officers Training Corps (ROTC)	$ 732,434.38	$ -	$ -	$ -	$ -
Other Federal Direct Sources	-	-	-	-	-
Miscellaneous Federal Direct	-	-	-	-	-
Total Federal Direct Sources	732,434.38	-	-	-	-
Federal Through State and Local Sources:					
Career and Technical Education	22,000.00	-	-	-	-
Medicaid	1,370,348.55	-	-	-	-
Individuals with Disabilities	311,999.46	-	-	-	-
Educational Stabilization K-12	-	-	-	-	44,094,646.28
Educational Stabilization Workforce	247,500.00	-	-	-	1,732,962.17
Educational Stabilization VPK	390,984.33	-	-	-	25,495.13
Food Service	-	-	-	-	-
Other Federal Through State Sources	1,152,485.61	-	-	-	2,247,032.81
Total Federal Through State and Local Sources	3,495,317.95	-	-	-	48,100,136.39
State Sources:					
Florida Education Finance Program (FEFP)	117,738,050.00	-	-	-	-
Categorical/Earmarked Programs	66,579,470.13	-	-	-	-
CO&DS Withheld for Bond Administrative Expenses	30,103.62	-	-	-	-
CO&DS Withheld for SBE/COBI Bond	-	-	-	-	-
CO&DS Distribution	-	-	-	-	-
Public Education Capital Outlay	-	-	-	-	-
Charter School Capital Outlay	-	-	-	4,485,828.00	-
Other State Sources	632,809.19	-	-	573,744.30	-
					-
Total State Sources	184,980,432.94	-	-	5,059,572.30	-
Local Sources:					
Ad Valorem Taxes	290,734,598.58	-	86,830,455.08	-	-
Sales Taxes	-	-	-	49,701,086.36	-
Food Service	-	-	-	-	-
Interest Income	9,990,126.84	4,364.25	-	2,536,950.84	-
Impact Fees	-	-	-	37,442,454.61	-
Other Local Sources	19,729,269.07	-	53,064.82	44,392.95	-
Total Local Sources	320,453,994.49	4,364.25	86,883,519.90	89,724,884.76	-
Total Revenues	$ 509,662,179.76	$ 4,364.25	$ 86,883,519.90	$ 94,784,457.06	$ 48,100,136.39

Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ 732,434.38
1,974,941.93	1,974,941.93
1,663,052.26	1,663,052.26
3,637,994.19	4,370,428.57
900,487.11	922,487.11
-	1,370,348.55
11,470,474.75	11,782,474.21
-	44,094,646.28
-	1,980,462.17
-	416,479.46
29,172,787.44	29,172,787.44
21,692,826.71	25,092,345.13
63,236,576.01	114,832,030.35
-	117,738,050.00
-	66,579,470.13
-	30,103.62
410,180.91	410,180.91
1,567,894.86	1,567,894.86
109,510.98	109,510.98
-	4,485,828.00
344,496.02	1,551,049.51
2,432,082.77	192,472,088.01
-	377,565,053.66
-	49,701,086.36
5,492,501.18	5,492,501.18
1,030,844.67	13,562,286.60
-	37,442,454.61
9,613,664.80	29,440,391.64
16,137,010.65	513,203,774.05
$ 85,443,663.62	$ 824,878,320.98

(Continued)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2023

		Debt Service	Capital Projects		Special Revenue
	General Fund	Other Debt Service Fund	Section 1011.71(2), F.S., Local Capital Improvement Tax Fund	Other Capital Projects Fund	Federal Education Stabilization Fund
(Continued)					
EXPENDITURES					
Current:					
Instruction	$ 324,735,486.94	$ -	$ -	$ -	$ 22,078,070.15
Student Support Services	15,367,966.64	-	-	-	9,084,774.58
Instructional Media Services	5,089,534.69	-	-	-	-
Instruction and Curriculum Development Services	7,352,744.40	-	-	-	305,399.54
Instructional Staff Training Services	635,822.50	-	-	-	1,670,566.89
Instruction-Related Technology	-	-	-	-	-
School Board	1,186,783.06	-	-	-	-
General Administration	2,431,290.51	-	-	-	2,185,719.93
School Administration	32,169,006.53	-	-	-	8,371.03
Facilities Services	6,224,043.57	-	26,137,984.08	10,197,760.74	-
Fiscal Services	3,196,578.44	-	-	-	89,988.77
Food Services	-	-	-	-	-
Central Services	10,938,993.48	-	-	-	121,204.60
Student Transportation Services	15,950,247.30	-	-	-	266,519.02
Operation of Plant	42,007,717.23	-	-	-	304,907.35
Maintenance of Plant	9,530,351.64	-	-	-	691.66
Administrative Technology Services	7,354,769.07	-	-	-	784,891.86
Community Services	6,867,699.25	-	-	-	7,240.00
Capital Outlay:					-
Facilities Acquisition and Construction	18,571.00	-	2,912,869.62	58,546,422.06	-
Charter School Capital Outlay Sales Tax	-	-	-	2,866,725.82	-
Other Capital Outlay	1,264,880.85	-	5,350,954.95	208,237.05	948,143.10
Debt Service:					
Principal	-	17,115,000.00	421,518.07	1,186,510.01	-
Interest and Fiscal Charges	1,325,590.38	9,281,986.92	12,249.57	61,784.69	-
Total Expenditures	493,648,077.48	26,396,986.92	34,835,576.29	73,067,440.37	37,856,488.48
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,014,102.28	(26,392,622.67)	52,047,943.61	21,717,016.69	10,243,647.91
OTHER FINANCING SOURCES (USES)					
Certificates of Participation Issued	-	-	-	151,730,000.00	-
Premium on Certificates of Participation	-	-	-	24,482,011.35	-
Inception of Lease Assets	-	-	265,327.35	-	-
Proceeds from Sale of Capital Assets	14,100,000.00	-	-	-	-
Transfers In	21,341,923.62	26,419,595.60	-	882,388.63	-
Transfers Out	(15,882,388.63)	-	(27,005,900.91)	(18,210,524.34)	(10,243,647.91)
Total Other Financing Sources (Uses)	19,559,534.99	26,419,595.60	(26,740,573.56)	158,883,875.64	(10,243,647.91)
Net Change in Fund Balances	35,573,637.27	26,972.93	25,307,370.05	180,600,892.33	-
Fund Balances, Beginning	50,388,336.06	-	32,425,658.62	92,293,909.05	-
Fund Balances, Ending	$ 85,961,973.33	$ 26,972.93	$ 57,733,028.67	$ 272,894,801.38	$ -

The accompanying notes to financial statements are an integral part of this financial statement.

Nonmajor Governmental Funds	Total Governmental Funds
$ 20,072,922.28	$ 366,886,479.37
2,375,551.55	26,828,292.77
-	5,089,534.69
7,301,457.24	14,959,601.18
5,279,271.53	7,585,660.92
74,633.16	74,633.16
-	1,186,783.06
1,244,808.24	5,861,818.68
54,841.94	32,232,219.50
-	42,559,788.39
73,423.08	3,359,990.29
33,667,321.75	33,667,321.75
7,516.63	11,067,714.71
158,606.91	16,375,373.23
-	42,312,624.58
-	9,531,043.30
-	8,139,660.93
9,020,680.78	15,895,620.03
2,232,813.45	63,710,676.13
-	2,866,725.82
414,402.67	8,186,618.62
326,000.00	19,049,028.08
1,099,727.18	11,781,338.74
83,403,978.39	749,208,547.93
2,039,685.23	75,669,773.05
-	151,730,000.00
-	24,482,011.35
-	265,327.35
-	14,100,000.00
598,553.94	49,242,461.79
-	(71,342,461.79)
598,553.94	168,477,338.70
2,638,239.17	244,147,111.75
31,104,887.97	206,212,791.70
$ 33,743,127.14	$ 450,359,903.45



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SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2023

Net Change in Fund Balances - Governmental Funds		$ 244,147,111.75
Amounts reported for governmental activities in the Statement of Activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceed depreciation expense in the current period.		
Capital Outlays	$ 71,436,911.59	
Less Depreciation Expense	(31,218,299.21)	40,218,612.38
Donated capital assets are reported as revenues on the Statement of Activities; however, they do not provide current financial resources and are not reported as revenues in the governmental funds.		90,537.80
In the government funds, the costs of capital assets was recognized as an expenditure in the year purchased. Thus the change in net position differs from the change in fund balances by the undepreciated cost of the disposed assets.		(7,419.22)
Leased asset proceeds provide current financial resources to the governmental funds, but issuance of leased assets increase long-term liabilities in the Statement of Net Position.		(265,327.35)
Installment-Purchases proceeds provide current financial resources to the governmental funds, but issuance of Installment-Purchases payables increase long-term liabilities in the Statement of Net Position.		50,149.96
Proceeds of refunding debt are reported as other financing sources in the governmental funds, while payments to the escrow agent for refunding of outstanding debt are shown as other financing uses. Government-wide statements are affected only to the extent these amounts differ. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Certificates of Participation Issued	$ (151,730,000.00)	
Premium Certificates of Participation	(24,482,011.35)	
Principal Payments on Bonds	7,741,000.00	
Principal Payments on Certificates of Participation	9,700,000.00	
Principal Payments on Lease Assets	49,812.66	
Principal Payments on Installment-Purchases Payable	1,558,215.42	(157,162,983.27)
Expenses in the Statement of Activities that do not require the use of current financial resources are not reported in the governmental funds.		
Amortization of Deferred Cost of Refunding	$ (743,821.90)	
Amortization of Premium on Debt	1,916,856.98	
Decrease in Accrued Interest Payable	198,525.00	
Decrease in Other Postemployment Benefits (OPEB) Payable	2,779,567.00	
Decrease in Compensated Absences Payable	141,235.10	
Decrease in Early Retirement Plan Payable	10,439.52	4,302,801.70
Governmental funds report contributions to defined benefit pension plans as expenditures, however, in the Statement of Activities, the amount contributed to defined benefit pension plans reduces future net pension liability and is reported as part of deferred outflows of resources.		32,096,803.00
Governmental funds report District OPEB contributions as expenditures. However, in the Statement of Activities, the cost of OPEB benefits earned net of employee contributions, as determined through an actuarial valuation, is reported as OPEB expense.		(2,319,331.00)
In the governmental funds, revenues cannot be recognized until they are available to pay liabilities of the current period. In the statement of activities, revenue is recognized as soon as it is earned regardless of its availability.		3,218,221.59
In the Statement of Activities, pension expense is recorded for the District's proportionate share of collective pension expense of the cost-sharing defined benefit plans in which the District participates.		(39,149,614.00)
Internal service funds are used by management to charge the cost of certain activities, such as insurance to individual funds. The change in net position of internal service funds is reported with governmental activities.		
Internal Service Funds - Change in Net Position		3,724,645.51
Change in Net Position - Governmental Activities		$ 128,944,208.85

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
For the Fiscal Year Ended June 30, 2023

	General Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Federal Direct Sources:				
Reserve Officers Training Corps (ROTC)	$ 673,800.00	$ 732,434.38	$ 732,434.38	$ -
Other Federal Direct Sources	4,395.00	-	-	-
Total Federal Direct Sources	678,195.00	732,434.38	732,434.38	-
Federal Through State and Local Sources:				
Career and Technical Education	-	22,000.00	22,000.00	-
Medicaid	1,300,000.00	1,370,348.55	1,370,348.55	-
Individuals with Disabilities	-	323,797.87	311,999.46	(11,798.41)
Educational Stabilization VPK	-	-	247,500.00	247,500.00
Educational Workforce	-	436,000.00	390,984.33	(45,015.67)
Other Federal Through State Sources	-	2,050,224.69	1,152,485.61	(897,739.08)
Total Federal Through State and Local Sources	1,300,000.00	4,202,371.11	3,495,317.95	(707,053.16)
State Sources:				
Florida Education Finance Program (FEFP)	138,320,516.00	117,738,050.00	117,738,050.00	-
Categorical/Earmarked Programs	63,215,086.00	66,579,470.13	66,579,470.13	-
CO&DS Withheld for Bond Administrative Expenses	28,000.00	30,103.62	30,103.62	-
Other State Sources	50,240.00	665,522.04	632,809.19	(32,712.85)
Total State Sources	201,613,842.00	185,013,145.79	184,980,432.94	(32,712.85)
Local Sources:				
Ad Valorem Taxes	289,112,841.00	290,734,598.58	290,734,598.58	-
Interest Income	480,000.00	9,991,337.05	9,990,126.84	(1,210.21)
Other Local Sources	16,620,068.34	20,863,376.37	19,729,269.07	(1,134,107.30)
Total Local Sources	306,212,909.34	321,589,312.00	320,453,994.49	(1,135,317.51)
Total Revenues	$ 509,804,946.34	$ 511,537,263.28	$ 509,662,179.76	$ (1,875,083.52)

(Continued)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
For the Fiscal Year Ended June 30, 2023

	General Fund			
	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual Amounts	(Negative)
(Continued)				
EXPENDITURES				
Current:				
Instruction	$ 366,861,176.53	$ 343,757,129.87	$ 324,735,486.94	$ 19,021,642.93
Student Support Services	15,896,764.22	16,431,687.11	15,367,966.64	1,063,720.47
Instructional Media Services	5,279,396.58	5,352,118.64	5,089,534.69	262,583.95
Instruction and Curriculum Development Services	8,181,350.95	8,467,451.46	7,352,744.40	1,114,707.06
Instructional Staff Training Services	1,167,628.52	1,061,069.01	635,822.50	425,246.51
Instruction-Related Technology	572.39	572.39	-	572.39
School Board	1,541,404.23	1,562,456.78	1,186,783.06	375,673.72
General Administration	3,024,858.95	2,754,441.39	2,431,290.51	323,150.88
School Administration	35,202,370.31	34,686,536.15	32,169,006.53	2,517,529.62
Facilities Services	5,465,343.99	6,368,929.47	6,224,043.57	144,885.90
Fiscal Services	3,612,464.46	3,804,599.44	3,196,578.44	608,021.00
Food Services	-	-	-	-
Central Services	13,047,768.74	13,517,798.92	10,938,993.48	2,578,805.44
Student Transportation Services	18,988,802.04	18,755,820.26	15,950,247.30	2,805,572.96
Operation of Plant	43,881,736.15	45,614,800.96	42,007,717.23	3,607,083.73
Maintenance of Plant	10,178,691.04	10,480,423.08	9,530,351.64	950,071.44
Administrative Technology Services	8,516,838.74	8,583,575.28	7,354,769.07	1,228,806.21
Community Services	5,834,737.04	6,889,514.41	6,867,699.25	21,815.16
Capital Outlay:				
Facilities Acquisition and Construction	22,255.76	18,571.00	18,571.00	-
Other Capital Outlay	628,171.13	2,745,521.20	1,264,880.85	1,480,640.35
Total Capital Outlay	650,426.89	2,764,092.20	1,283,451.85	1,480,640.35
Debt Service:				
Interest and Fiscal Charges	65,500.00	1,339,888.89	1,325,590.38	14,298.51
Total Debt Service	65,500.00	1,339,888.89	1,325,590.38	14,298.51
Total Expenditures	547,397,831.77	532,192,905.71	493,648,077.48	38,544,828.23
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885.43)	(20,655,642.43)	16,014,102.28	36,669,744.71
OTHER FINANCING SOURCES (USES)				
Proceeds from Sale of Capital Assets	-	14,100,000.00	14,100,000.00	-
Transfers In	19,264,266.24	22,121,099.13	21,341,923.62	(779,175.51)
Transfers Out	-	(15,882,388.63)	(15,882,388.63)	-
Total Other Financing Sources	19,264,266.24	20,338,710.50	19,559,534.99	(779,175.51)
Net Change in Fund Balance	(18,328,619.19)	(316,931.93)	35,573,637.27	35,890,569.20
Fund Balance, Beginning	50,388,336.00	50,388,336.06	50,388,336.06	-
Fund Balance, Ending	$ 32,059,716.81	$ 50,071,404.13	$ 85,961,973.33	$ 35,890,569.20

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE - FEDERAL EDUCATION STABILIZATION FUND
For the Fiscal Year Ended June 30, 2023

	Federal Education Stabilization Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Federal Through State and Local Sources:				
Educational Stabilization K-12	$ -	$ 101,877,273.74	$ 44,094,646.28	$ (57,782,627.46)
Educational Stabilization Workforce	-	1,936,827.90	1,732,962.17	(203,865.73)
Educational Stabilization VPK	-	3,112,243.11	25,495.13	(3,086,747.98)
Miscellaneous Federal Through State	-	2,247,032.81	2,247,032.81	-
Total Federal Through State and Local Sources	-	109,173,377.56	48,100,136.39	(61,073,241.17)
Total Revenues	-	109,173,377.56	48,100,136.39	(61,073,241.17)
EXPENDITURES				
Current:				
Instruction	-	56,971,779.10	22,078,070.15	34,893,708.95
Student Support Services	-	18,286,387.24	9,084,774.58	9,201,612.66
Instructional Media Services	-	58,131.00	-	58,131.00
Instruction and Curriculum Development:	-	1,895,366.94	305,399.54	1,589,967.40
Instructional Staff Training Services	-	5,865,439.45	1,670,566.89	4,194,872.56
Instruction Related Technology	-	1,076.50	-	1,076.50
School Board	-	1,076.50	-	1,076.50
General Administration	-	5,119,406.76	2,185,719.93	2,933,686.83
School Administration	-	477,386.38	8,371.03	469,015.35
Facilities Services	-	17,224.00	-	17,224.00
Fiscal Services	-	668,290.99	89,988.77	578,302.22
Food Services	-	475,041.50	-	475,041.50
Central Services	-	469,989.12	121,204.60	348,784.52
Student Transportation Services	-	1,848,686.47	266,519.02	1,582,167.45
Operation of Plant	-	1,146,491.85	304,907.35	841,584.50
Maintenance of Plant	-	98,424.25	691.66	97,732.59
Administrative Technology Services	-	1,142,833.87	784,891.86	357,942.01
Community Services	-	74,153.00	7,240.00	66,913.00
Capital Outlay:				
Other Capital Outlay	-	1,288,757.73	948,143.10	340,614.63
Total Expenditures	-	95,905,942.65	37,856,488.48	58,049,454.17
Excess (Deficiency) of Revenues Over Expenditures	-	13,267,434.91	10,243,647.91	(3,023,787.00)
OTHER FINANCING SOURCES (USES)				
Transfers Out	-	(10,243,647.91)	(10,243,647.91)	-
Total Other Financing Sources (Uses)	-	(10,243,647.91)	(10,243,647.91)	-
Net Change in Fund Balance	-	3,023,787.00	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	$ -	$ 3,023,787.00	$ -	$ -

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
June 30, 2023

	Governmental Activities - Internal Service Funds
ASSETS	
Current Assets:	
Cash and Cash Equivalents	$ 30,787,529.09
Accounts Receivable	10,563.65
Total Assets	30,798,092.74
LIABILITIES	
Current Liabilities:	
Accounts Payable	276,926.79
Estimated Insurance Claims Payable	8,364,000.00
Total Current Liabilities	8,640,926.79
Noncurrent Liabilities:	
Estimated Insurance Claims Payable	7,721,781.00
Total Liabilities	16,362,707.79
NET POSITION	
Unrestricted	14,435,384.95
Total Net Position	$ 14,435,384.95

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2023

	Governmental Activities - Internal Service Funds
OPERATING REVENUES	
Premium Revenues	$ 49,192,229.90
Total Operating Revenues	49,192,229.90
OPERATING EXPENSES	
Salaries	821,068.21
Employee Benefits	255,228.95
Purchased Services	2,792,264.98
Materials and Supplies	2,391.97
Insurance Claims	63,110,271.46
Other Expenses	307,000.92
Total Operating Expenses	67,567,584.39
Operating Loss	(18,375,354.49)
OTHER FINANCING SOURCES	
Transfers In	22,100,000.00
Total Other Financing Sources	22,100,000.00
Change in Net Position	3,724,645.51
Total Net Position, Beginning	10,710,739.44
Total Net Position, Ending	$ 14,435,384.95

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2023

	Governmental Activities - Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Received from Premiums	$ 49,187,881.76
Cash Payments to Suppliers for Goods and Services	(3,485,940.42)
Cash Payments to Employees for Services	(821,173.43)
Cash Payments for Insurance Claims	(60,059,776.46)
Cash Payment for Premiums and Other Fees	(586,358.82)
Net Cash Used in Operating Activities	(15,765,367.37)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Transfers from Other Funds	22,100,000.00
Net Cash Provided by Noncapital Financing Activities	22,100,000.00
Net Change in Cash	6,334,632.63
Cash and Cash Equivalents, Beginning	24,452,896.46
Cash and Cash Equivalents, Ending	$ 30,787,529.09
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:	
Operating Loss	$ (18,375,354.49)
Adjustments to Reconcile Operating Loss to Net Cash Used in Operating Activities:	
Changes in Assets and Liabilities:	
Increase in Accounts Receivable	(4,348.14)
Increase in Accounts Payable	260,122.44
Decrease in Claims Payable	(696,282.18)
Increase in Estimated Insurance Claims Payable	3,050,495.00
Total Adjustments	2,609,987.12
Net Cash Used in Operating Activities	$ (15,765,367.37)

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
June 30, 2023

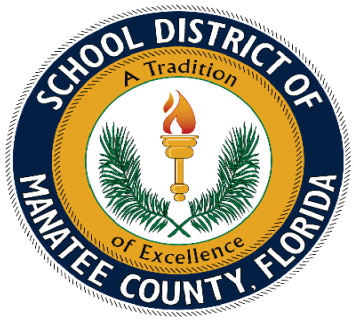
	Private-Purpose Trust Funds
ASSETS	
Cash and Cash Equivalents	$ 1,072,700.87
Accounts Receivable	320.06
Due From Other Agencies	51,167.23
Total Assets	1,124,188.16
LIABILITIES	
Accounts Payable	2,527.86
Total Liabilities	2,527.86
NET POSITION	
Restricted for Scholarships and Other Purposes	$ 1,121,660.30

The accompanying notes to financial statements are an integral part of this financial statement.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Fiscal Year Ended June 30, 2023

	Private-Purpose Trust Funds
ADDITIONS	
Contributions:	
Financial Aid Fees	$ 217,823.31
Miscellaneous	609,271.10
Total Additions	827,094.41
DEDUCTIONS	
Materials and Supplies	37,702.02
Miscellaneous	612,888.40
Total Deductions	650,590.42
Change in Net Position	176,503.99
Net Position, July 1, 2022	945,156.31
Net Position, June 30, 2023	$ 1,121,660.30

The accompanying notes to financial statements are an integral part of this financial statement.



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I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities are normally supported by taxes, intergovernmental revenues, and other nonexchange transactions. The primary government is reported separately from certain legally separate component units for which the primary government is accountable.

The statement of activities presents the comparison between direct expenses and program revenues for each function or program of the School District of Manatee County (District) governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense, if not specifically associated with a particular function, is reported as unallocated.

B. Reporting Entity

The Manatee County District School Board (Board) has direct responsibility for operation, control, and supervision of District schools and is considered a primary government for financial reporting. The District is considered part of the Florida system of public education, operates under the general direction of the Florida Department of Education (FDOE), and is governed by State law and State Board of Education (SBE) rules. The governing body of the District is the Board, which is composed of five elected members. The appointed Superintendent of Schools is the executive officer of the Board. Geographic boundaries of the District correspond with those of Manatee County.

Criteria for determining if other entities are potential component units that should be reported within the District's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any legally separate entities for which the School Board is financially accountable and other organizations for which the nature and significance of their relationship with the Board are such that exclusion would cause the District's basic financial statements to be misleading.

Based on the application of these criteria, the following component units are included within the District's reporting entity:

Blended Component Unit. Blended component units are, in substance, part of the District's operations, even though they are legally separate entities. Thus, the blended component units are appropriately presented as funds of the District. The Manatee School Board Leasing Corporation (Leasing Corporation) was formed to facilitate financing for the acquisition of facilities and equipment as further discussed in Note III.J.1. Due to the substantive economic relationship between the District and the Leasing Corporation, the financial activities of the Leasing Corporation are included in the accompanying basic financial statements. Separate financial statements for the Leasing Corporation are not published.

Discretely Presented Component Units. The component units' columns in the government-wide financial statements include the financial data of the District's other component units. A separate column is used to emphasize that they are legally separate from the District.

Manatee School of Arts and Sciences, Inc.; Renaissance Arts and Education, Inc., d/b/a Manatee School for the Arts; The Lee Foundation Inc., d/b/a Manatee Charter School; Oasis Middle School, Inc.; Palmetto Charter School, Inc.; Team Success A School of Excellence, Inc.; Visible Men Academy, Inc.; William Monroe Rowlett Academy for Arts & Communication, Inc.; William Monroe Rowlett Academy for the Arts & Communication, Inc. d/b/a William Monroe Rowlett Middle Academy for Arts and Communication; Southwest Charter Foundation, Inc., d/b/a Lakewood Ranch Charter Academy and Parrish Charter Academy, Inc., are not-for-profit corporations organized pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, and Section 1002.33, Florida Statutes. Imagine – Manatee County, LLC, d/b/a Imagine Charter School at North Manatee and Imagine – East Manatee County, LLC, d/b/a Imagine School at Lakewood Ranch are organized as limited liability corporations pursuant to Chapter 605, Florida Statutes, the Florida Limited Liability Company Act, and Section 1002.23, Florida Statutes. The charter schools operate under a charter approved by their sponsor, the Manatee County District School Board. The charter schools are considered to be component units of the District because the District is financially accountable for the charter schools as the District established the charter schools by approval of the charter, which is tantamount to the initial appointment of the charter schools, and there is the potential for the charter schools to provide specific financial burdens on the District. In addition, pursuant to the Florida Constitution, the charter schools are public schools and the District is responsible for the operation, control, and supervision of public schools within the District.

The financial data reported on the accompanying statements was derived from the charter schools' audited financial statements for the fiscal year ended June 30, 2023. The reports are filed in the District's administrative offices at 215 Manatee Avenue West, Bradenton, Florida 34205.

Related Organizations. One charter school, the State College of Florida Collegiate School, operates under another governmental agency and therefore, is not included as a discretely presented component unit of the District. The school operates under a charter approved by their sponsor, the Manatee County District School Board.

C. Basis of Presentation: Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and the internal service funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

The effects of interfund activity have been eliminated from the government-wide financial statements except for interfund services provided and used.

D. Basis of Presentation: Fund Financial Statements

The fund financial statements provide information about the District's funds, including the proprietary funds and fiduciary funds. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- General Fund – the primary operating fund of the District to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

- Special Revenue – Federal Education Stabilization Fund – to account for certain Federal grant program resources provided as emergency relief to address the impact of COVID-19 on elementary and secondary education.

- Debt Service – Other Debt Service Fund – to account for the accumulation of resources for and the payment of debt principal, interest, and related costs on the sales tax revenue bond, certificates of participation, and other debt service.

- Capital Projects – Section 1011.71(2), F.S., Local Capital Improvement Tax Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, new and replacement equipment, motor vehicle purchases, and debt service payments on revenue anticipation notes and certificates of participation.

- Capital Projects – Other Capital Projects Fund – to account for various financial resources (e.g., certificates of participation, capital outlay sales tax, impact fees, sales tax revenue bonds, etc.) to be used for educational capital outlay needs, including new construction and renovation and remodeling projects.

Additionally, the District reports the following proprietary and fiduciary fund types:

- Internal Service Funds – to account for the District's individual self-insurance programs.

- Private-Purpose Trust Funds – to account for financial fees and other moneys for which principal and income benefit individuals or private organizations.

During the course of operations, the District has activity between funds for various purposes. Any residual balances outstanding at fiscal year-end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so only the net amount is included as internal balances in the governmental activities column. Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in and out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in the governmental activities are eliminated so only the net amount is included as transfers in the governmental activities column.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized as soon as they are both measurable and available. Revenues are available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 45 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including time requirements, and the amount is received during the period or within the availability period for this revenue sources (within 45 days of year-end). Property taxes, sales taxes, state education funding, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Expenditures are generally recognized when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, claims and judgements, pension benefits, other postemployment benefits, and compensated absences, are only recorded when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under installment-purchases and leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting.

The charter schools are accounted for as governmental organizations and follow the same accounting model as the District's governmental activities.

F. Budgetary Information

Budgetary Basis of Accounting

The Board follows procedures established by State law and SBE rules in establishing budget balances for governmental funds, as described below:

- Budgets are prepared, public hearings are held, and original budgets are adopted annually for all governmental fund types in accordance with procedures and time intervals prescribed by law and SBE rules.

- Appropriations are controlled at the object level (e.g., salaries, purchased services, and capital outlay) within each activity (e.g., instruction, student support services, and school administration) and may be amended by resolution at any Board meeting prior to the due date for the annual financial report**.**

- Budgets are prepared using the same modified accrual basis as is used to account for governmental funds.
- Budgetary information is integrated into the accounting system and, to facilitate budget control, budget balances are encumbered when purchase orders are issued. Appropriations lapse at fiscal year-end and encumbrances outstanding are honored from the subsequent year's appropriations.

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term, liquid investments with original maturities of 3 months or less from the date of acquisition, except that short-term investments in the fiduciary funds are not considered to be cash equivalents. Investments classified as cash equivalents include amounts placed with the State Board of Administration (SBA) in Florida PRIME, FL PALM, FL CLASS, FL FIT, and First American Treasury Obligations Funds.

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by the Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

2. Investments

Investments consist of amounts placed with the SBA debt service accounts for investment of debt service moneys, certain amounts placed with the SBA for participation in the Florida PRIME investment pool created by Section 218.405, Florida Statutes, and those made locally. The investment pool operates under investment guidelines established by Section 215.47, Florida Statutes.

The District's investments in Florida PRIME, which the SBA indicates is a Securities and Exchange Commission Rule 2a7-like external investment pool, and FL PALM are similar to money market funds in which shares are owned in the fund rather than in the underlying investments. These investments are reported at amortized cost which approximates fair value.

Investments made locally consist of commercial paper, a United States Treasury bond, United States Treasury notes, a United States Treasury bill, and United States Treasury State and Local Government Services - Certificates of Indebtedness and are reported at fair value.

Types and amounts of investments held at fiscal year-end are described in a subsequent note.

3. Inventories and Prepaid Items

Inventories consist of expendable supplies held for consumption in the course of District operations. Inventories are stated at cost on the first-in, first-out-basis, except that United States Department of Agriculture donated foods are stated at their fair value as determined at the time of donation to the District's food service program by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution. The costs of inventories are recorded as expenditures when used rather than purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

4. Capital Assets

Expenditures for capital assets acquired or constructed for general District purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the District as those costing more than $5,000, except for improvements other than buildings, and building service system replacements, which are considered capital assets if costing more than $250,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at acquisition value at the date of donation. Land and buildings acquired or constructed prior to July 1, 1967, are stated at estimated historical cost. Land acquired prior to July 1, 1967, is valued at 1974 assessed values (Manatee County Property Appraiser's report of assessed values dated August 23, 1975). Buildings acquired prior to July 1, 1967, are valued at their "depreciated value" (estimated replacement costs, multiplied by the percent of remaining estimated life) at June 30, 1978. Improvements other than buildings (parking lots, sidewalks, fences, etc.) include assets acquired after July 1, 1979.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Useful Lives
Improvements Other Than Buildings	10 - 20 years
Buildings and Fixed Equipment	10 - 60 years
Furniture, Fixtures, and Equipment	4 - 15 years
Motor Vehicles	5 - 10 years
Lease assets	4 - 5 years
Computer Software	5 years

Current year information relative to changes in capital assets is described in a subsequent note.

5. Pensions

In the government-wide statement of net position, liabilities are recognized for the District's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) defined benefit plan and additions to/deductions from the FRS and the HIS fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The District's retirement plans, and related amounts are described in a subsequent note.

6. Long-Term Liabilities

Long-term obligations that will be financed from resources to be received in the future by governmental funds are reported as liabilities in the government-wide statement of net position. Debt premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds and certificates of participation payable are reported net of the applicable premium or discount.

In the governmental fund financial statements, bonds and other long-term obligations are not recognized as liabilities until due. Governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued along with related premiums are reported as other financing sources, while discounts on debt issuances are reported as other financing uses.

Changes in long-term liabilities for the current year are reported in a subsequent note.

7. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The District has three items that qualify for reporting in this category. The deferred outflows of resources related to pensions and OPEB are discussed in subsequent notes. The deferred charge on refunding reported in the government-wide statement of net position results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of net position and balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The District has three items that qualify for reporting in this category. The first two items, deferred inflows of resources related to pensions and OPEB are reported in the statement of net position and discussed in subsequent notes. The remaining item is reported in the governmental funds balance sheet as unavailable revenue related to various Federal and State grants and will be recognized as an inflow of resources in the period that the amounts become available.

8. Net Position Flow Assumption

The District occasionally funds outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted net position and unrestricted net position in the government-wide, proprietary fund and fiduciary fund financial statements, a flow assumption must be made about the order in which the resources are applied. Consequently, it is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

9. Fund Balance Flow Assumptions

The District may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance). Fund balances are classified as follows, as applicable:

Nonspendable: Fund balances are classified as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.

Restricted: Fund balances are classified as restricted when there are limitations imposed on their use either through the enabling legislation, constitutional provisions, or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Committed: The committed fund balance classification includes amounts that can be used only for specific purposes determined by a formal action of the District's highest level of decision-making authority. The Board is the highest level of decision-making authority for the District that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation. The District reported no committed fund balances at June 30, 2023.

Assigned: Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as committed. The Board has by policy authorized the Superintendent to assign fund balance. The Board may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned: Fund balances classified as unassigned are the residual spendable amounts not contained in any other of the above classifications. The General Fund is the only fund that may report a positive unassigned fund. When expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes, it is necessary to report a negative unassigned fund balance.

In addition, the District has adopted Board Policy 6235 – Fund Balance, which provides for an adequate fund balance reserve necessary to cover unforeseen events (e.g., revenue short falls, student enrollment under projections, etc.). If feasible, the Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of up to 5 percent of recurring general fund revenues, but no less than 3 percent. The additional 2 percent will be assigned by the Board as contingency funds to be used only for fiscal short falls.

H. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than program revenues. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the District.

2. State Revenue Sources

Significant revenues from State sources for current operations include the Florida Education Finance Program administered by the FDOE under the provisions of Section 1011.62, Florida Statutes. In accordance with this law, the District determines and reports the number of full-time equivalent (FTE) students and related data to the FDOE. The FDOE performs certain edit checks on the reported number of FTE and related data and calculates the allocation of funds to the District. The District is permitted to amend its original reporting during specified time periods following the date of the original reporting. The FDOE may also adjust subsequent fiscal period allocations based upon an audit of the District's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the fiscal year when the adjustments are made.

The State provides financial assistance to administer certain educational programs. SBE rules require that revenue earmarked for certain programs be expended only for the program for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following fiscal year to be expended for the same educational programs. The FDOE generally requires these educational program revenues be accounted for in the General Fund. A portion of the fund balance of the General Fund is restricted in the governmental fund financial statements for the balance of categorical and earmarked educational program resources.

The District received an allocation from the State under the School Hardening Grant program and Public Education Capital Outlay. The District is authorized to expend these funds only upon applying for and receiving an encumbrance authorization from the FDOE.

A schedule of revenue from State sources for the current year is presented in a subsequent note.

3. District Property Taxes

The Board is authorized by State law to levy property taxes for district school operations, capital improvements, and debt service.

Property taxes consist of ad valorem taxes on real and personal property within the District. Property values are determined by the Manatee County Property Appraiser, and property taxes are collected by the Manatee County Tax Collector.

The Board adopted the 2022 tax levy on September 6, 2022. Tax bills are mailed in October and taxes are payable between November 1 of the year assessed and March 31 of the following year at discounts of up to 4 percent for early payment.

Taxes become a lien on the property on January 1, and are delinquent on April 1, of the year following the year of assessment. State law provides for enforcement of collection of personal property taxes by seizure of the property to satisfy unpaid taxes, and for enforcement of collection of real property taxes by the sale of interest-bearing tax certificates to satisfy unpaid taxes. The procedures result in the collection of essentially all taxes prior to June 30 of the year following the year of assessment.

Property tax revenues are recognized in the government-wide financial statements when the Board adopts the tax levy. Property tax revenues are recognized in the governmental fund financial statements when taxes are received by the District, except that revenue is accrued for taxes collected by the Manatee County Tax Collector at fiscal year-end but not yet remitted to the District.

Millage and taxes levied for the current year are presented in a subsequent note.

4. Capital Outlay Surtax

In November 2016, the voters of Manatee County approved a one-half cent discretionary sales surtax on sales in the County for 15 years, effective January 1, 2018 through December 31, 2032, to pay construction, reconstruction or improvements of school facilities and related costs, land acquisitions, improvements and related costs, and costs for retrofitting and providing for technology implementation, including hardware and software for the various sites within the District in accordance with Section 212.055(6), Florida Statutes.

5. Educational Impact Fees

Manatee County imposes an educational impact fee based on an ordinance adopted by the County Commissioners in 2002. This ordinance was most recently amended in November 2017 when Ordinance 2017-046 established, in part, revised fees to be collected. The educational impact fees are collected for most new residential construction by the County and each municipality within the County based on an interlocal agreement. The fees are to be used solely for the purpose of providing capital improvements to the public educational system necessitated by new residential development and are not to be used for any expenditures that would be classified as maintenance or repair expense. The authorized uses include, but are not limited to, land acquisition; facility design and construction costs; furniture and equipment; and payment of principal, interest and related cost of indebtedness necessitated by new residential development.

6. Federal Revenue Sources

The District receives Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to, and approved by, various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures

have been incurred. The FDOE may require adjustments to subsequent fiscal period expenditures and related revenues based upon an audit of the District's compliance with applicable Federal awards requirements. Normally, such adjustments are treated as reductions of expenditures and related revenues in the fiscal year when the adjustments are made.

7. Compensated Absences

In the government-wide financial statements, compensated absences (i.e., paid absences for employee vacation leave and sick leave) are accrued as liabilities to the extent that it is probable that the benefits will result in termination payments. A liability for these amounts is reported in the governmental fund financial statements only if it has matured, such as for occurrences of employee resignations and retirements. The liability for compensated absences includes salary-related benefits, where applicable.

8. Proprietary Funds Operating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connections with the proprietary funds principal ongoing operations. The principal operating revenues of the District's internal service funds are charges for employee health insurance and casualty premiums. Operating expenses include insurance claims and excess coverage premiums. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

II. ACCOUNTING CHANGE

The District implemented GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. That accounting pronouncement establishes that subscription-based information technology arrangements, other than short term, result in a right-to-use subscription asset, an intangible capital asset, and a corresponding subscription liability. This new pronouncement did not have an impact on the District's financial statements because of the District's policy of only entering into such arrangements if they are cancellable.

III. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Cash Deposits with Financial Institutions

Custodial Credit Risk. In the case of deposits, this is the risk that, in the event of the failure of a depository financial institution, the District will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District does not have a policy for custodial credit risk. All bank balances of the District are fully insured and collateralized as required by Chapter 280, Florida Statutes.

B. Investments

The District's investments on June 30, 2023, are reported as follows:

Investments	Maturities	Fair Value
SBA:		
Florida PRIME (1)	37 Days Average	$ 146,077,724.58
Debt Service Accounts	6 Months	39,723.04
Local Government Investment Pools:		
Florida Assets for Liquidity Management (FLPALM) (1)	28 Day Average	56,387,717.98
Money Market Funds:		
Florida Fixed Income Trust - Enhanced Cash Pool (FL-FIT) (1)	214 Day Average	244,507.08
Florida Fixed Income Trust - Cash Pool (FL-FIT) (1)	19 Day Average	22,572,198.10
Florida Fixed Income Trust - Cash Pool (FL-FIT MILLAGE) (1)	19 Day Average	11,378,020.36
Florida Fixed Trust (FIT)(1)	19 Day Average	172,505,604.93
Florida Cooperative Liquid Assets Securities System (FLCLASS) (1)	28 Day Average	68,480,273.34
Bank of America (1)	78 Days Average	30,071.83
Bank of America (1)	284 Days Average	151,608.06
US Securities		141,359.58
U.S. Treasury Securities	Sept 2023-October 2029	13,060,406.85
First American Institutional Gov Fund		31,283.70
First American Treasury Obligations Fund Class Y (1)	11 Day Average	11,227,993.78
Total Investments		**$ 502,328,493.21**

(1) These investments are reported as cash equivalents for financial statement reporting purposes, except for $24,807.03 of First American Treasury Obligations Fund Class Y which is reported as restricted investments.

Fair Value Measurement

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The District's investments in SBA debt service accounts are valued using Level 1 inputs.

Certain investments are measured at fair value using the net asset value per share (or its equivalent) practical expedient or amortized cost, which approximates fair value. These amounts have not been classified in the fair value hierarchy. The District invests in these types of investments to obtain competitive market returns while ensuring the safety and liquidity of the portfolio. These types of investments may be redeemed without advance notice and there are no unfunded commitments for further investment. There are currently no limitations as to the frequency of redemptions.

		Fair Value Measurements Using		
Investments by Fair Value Level	**Amount**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
SBA - Debt Service Account	$ 39,723.04	$ 39,723.04	$ -	$ -
United States Treasury Bond (3)	186,077.92	-	186,077.92	-
United States Treasury Notes (3)	12,325,361.93	-	12,325,361.93	-
United States Treasury - Certificate of Indebtedness (3)	548,967.00	-	548,967.00	-
United States Securities (3)	141,359.58	-	141,359.58	-
First American Institutional Gov Fund (2)	31,283.70	-	31,283.70	-
First American Treasury Obligations Fund Class Y (2)	11,227,993.78	-	11,227,993.78	-
Total Investments by Fair Value Level	**$ 24,500,766.95**	**$ 39,723.04**	**$ 24,461,043.91**	$ -
Investments Measured at Net Asset Value (NAV)				
Local Government Investment Pools				
Florida Fixed Income Trust - Enhanced Cash Pool (FIT) (1)	$ 244,507.08			
Florida Fixed Income Trust - Cash Pool (FIT) (1)	22,572,198.10			
Florida Fixed Income Trust - Cash Pool (MILLAGE) (1)	11,378,020.36			
Florida Cooperative Liquid Assets Securities System (FLCLASS) (1)	68,480,273.34			
Florida Fixed Income Trust -Cash Pool (FIT) (2)	172,505,604.93			
Total Investments Measured at NAV	**$ 275,180,603.81**			
Investments Measured at Amortized Cost				
Local Government Investment Pools				
Florida PRIME (1)	$ 146,077,724.58			
Florida Assets for Liquidity Management (FLPALM) (1)	56,387,717.98			
Certificates of Deposit (BofA, N.A)	181,679.89			
Total Investments Measured at Amortized Cost	**$ 202,647,122.45**			
Total Investments	**$ 502,328,493.21**			

(1) Investments are reported as cash equivalents for financial statement reporting purposes.

(2) At June 30, 2023, investments held under trust agreements in connection with the Certificates of Participation, Series 2015 ($4,153,424.00), Series 2010 QSCB ($24,807.03), Series, 2016A ($3,636,500.00), Series 2017 ($3,413,262.75) and Series 2023A ($172,536,888.63) are reported as cash and cash equivalents with fiscal agent, except for $24,807.03 which is reported as restricted investments (see Note III.K).

(3) At June 30, 2023, investments held under trust agreements in connection with the Series 2010A Qualified School Construction Bonds ($12,325,361.93, $548,967.00 and $186,077.92) and investments held under trust and scholarship agreements ($141,359.58) are reported as restricted investments (see Note III.K).

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Section 218.415(17), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they come due. The District's investment policy limits investments to a maximum of 5 years, unless specifically matched with cash flow needs as a means of managing its exposure to fair value losses arising from increasing interest rates.

Florida PRIME, the money market funds, FLPALM, FLCLASS and FL-FIT use weighted average days to maturity (WAM). A portfolio's WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the portfolio to interest rate changes.

For Florida PRIME, with regard to redemption gates, Section 218.409(8)(a), Florida Statutes, states, "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board [State Board of Administration] can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days." As of June 30, 2023, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Section 218.415(17), Florida Statutes, limits investments to the Local Government Surplus Funds Trust Fund [Florida PRIME], or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes; Securities and Exchange Commission registered money market funds with the highest credit quality rating from nationally recognized rating agency; interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; and direct obligations of the United States Treasury.

The District's investment policy authorizes the following investments which are limited to credit quality ratings from nationally recognized rating agencies as follows:

- Florida PRIME when rated at least AAAm by S&P Global Ratings or the equivalent by another Nationally Recognized Statistical Rating Organization (NRSRO)

- United States Government Securities
- United States Government Agencies
- Federal Instrumentalities (United States Government Sponsored Enterprise limited to the Federal Farm Credit Bank Federal Home Loan Bank or its District banks, Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation including Federal Home Loan Mortgage Corporation participation certificates
- Interest Bearing Time Deposit or Savings Accounts
- Repurchase Agreements
- Commercial Paper of any United States company that is rated, at the time of purchase, P-1 by Moody's Investors Service and A-1 by S&P Global Ratings (prime commercial paper)
- Corporate Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum, single A category by any two NRSROs.
- State and/or Local Government Taxable and/or Tax-Exempt Debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum single A category by any two NRSROs for long-term debt, or rated at least MIG-1 by Moody's Investors Service or SP-1 by S&P Global Ratings for short-term debt
- Money Market Mutual Funds rated AAAm by S&P Global Ratings or the equivalent by another NRSRO
- Short Term Bonds rated AAf or better by S&P Global Ratings or the equivalent by another NRSRO
- Intergovernmental Investment Pools rated AAAm/AAf by S&P Global Ratings or the equivalent by another NRSRO

The District's investments in the SBA Debt Service Accounts are to provide for debt service payments on bond debt issued by the SBE for the benefit of the District. The District relies on policies developed by the SBA for managing interest rate risk and credit risk for this account. Disclosures for the Debt Service Accounts are included in the notes to financial statements of the State's Annual Comprehensive Financial Report.

The District's investment in Florida PRIME is rated AAAm by S&P Global Ratings.

The District's investment in the FLPALM was rated AAAm by S&P Global Ratings.

The District's investment in the FLCLASS was rated AAAm by S&P Global Ratings.

The District's investment in the FL-FIT was rated AAAf/S1 by S&P Global Ratings.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the District will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Section 218.415(18), Florida Statutes, requires the District to earmark all investments and (1) if registered with the issuer or its agents, the investment must be immediately placed for safekeeping in a location that protects the governing body's interest in the security; (2) if in book-entry form, the investment must be held for the credit of the governing body by a depository chartered by the Federal Government, the State, or any other state or territory of the United States which has a branch or principal place of business in this State, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this State, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or (3) if physically issued to the holder but not registered with the issuer or its agents, the investment must be immediately placed for safekeeping in a secured vault.

The District's investment policy addresses custodial credit risk in that all securities, with the exception of certificates of deposit, are held with a third-party custodian; and all securities purchased by, and all collateral obtained by the District should be properly designated as an asset of the District. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

Concentration of Credit Risk

The District's investment policy has established permitted investment sectors which are designed to reduce concentration of credit risk of the District's investment portfolio. Adequate diversification of the District's portfolio is necessary to minimize market risk. It is the policy of the District to diversify its investment portfolio to protect against issuer defaults, market price changes, and technical complications of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities.

C. Receivables

All receivables are deemed collectable by the District. Therefore, the District does not report an allowance for doubtful accounts.

Due from Other Agencies

Most receivables are due from other agencies. At June 30, 2023, the District has recorded due from other agencies as follows:

	General Fund	Capital Projects - Other Capital Projects Fund	Capital Projects - Local Capital Improvement Fund	Special Revenue - Federal Education Stabilization Fund	Other Governmental Funds	Total
Federal and State Sources						
Grants and Entitlements	$ 795,529.37	$ 3,706,638.43	$ -	$ 1,598,083.20	$ 6,147,383.50	$ 12,247,634.50
FEMA	$ 356,590.28					356,590.28
Medicaid	466,062.00					466,062.00
Interest on CO&DS	-	-	-	-	2,780.54	2,780.54
Local Sources						
Ad Valorem Taxes	95,625.45	-	28,107.94	-	-	123,733.39
Impact Fees	-	4,311,629.42	-	-	-	4,311,629.42
Sales Tax Revenue	-	5,481,639.23	-	-	-	5,481,639.23
VPK Early Learning	394,642.40					394,642.40
Other	687,713.21	-	-	-	481,508.21	1,169,221.42
	$ 2,796,162.71	**$ 13,499,907.08**	**$ 28,107.94**	**$ 1,598,083.20**	**$ 6,631,672.25**	**$ 24,553,933.18**

D. Changes in Capital Assets

Changes in capital assets are presented in the following table:

	Beginning Balance	Additions	Deletions	Ending Balance
GOVERNMENTAL ACTIVITIES				
Capital Assets Not Being Depreciated:				
Land	$ 46,391,948.43	$ -	$ 7,419.22	$ 46,384,529.21
Construction in Progress	38,289,953.66	49,219,652.05	45,553,950.22	41,955,655.49
Total Capital Assets Not Being Depreciated	84,681,902.09	49,219,652.05	45,561,369.44	88,340,184.70
Capital Assets Being Depreciated:				
Improvements Other Than Buildings	33,754,632.50	2,559,692.32	-	36,314,324.82
Buildings and Fixed Equipment	1,285,671,323.12	56,947,736.12	14,011,161.00	1,328,607,898.24
Furniture, Fixtures, and Equipment	56,256,965.24	6,417,694.14	1,902,876.45	60,771,782.93
Motor Vehicles	26,181,720.96	1,671,295.45	774,917.96	27,078,098.45
Lease Assets	-	265,327.35	-	265,327.35
Computer Software	25,256,876.56	-	58,800.00	25,198,076.56
Total Capital Assets Being Depreciated	1,427,121,518.38	67,861,745.38	16,747,755.41	1,478,235,508.35
Less Accumulated Depreciation for:				
Improvements Other Than Buildings	21,312,882.57	1,405,570.00	-	22,718,452.57
Buildings and Fixed Equipment	386,820,989.52	22,577,055.38	14,011,161.00	395,386,883.90
Furniture, Fixtures, and Equipment	36,521,738.00	5,657,474.40	1,902,876.45	40,276,335.95
Motor Vehicles	19,126,861.68	1,473,874.17	774,917.96	19,825,817.89
Lease Assets	-	18,008.49	-	18,008.49
Computer Software	25,129,179.21	86,316.77	58,800.00	25,156,695.98
Total Accumulated Depreciation	488,911,650.98	31,218,299.21	16,747,755.41	503,382,194.78
Total Capital Assets Being Depreciated, Net	938,209,867.40	36,643,446.17	-	974,853,313.57
Governmental Activities Capital Assets, Net	**$ 1,022,891,769.49**	**$ 85,863,098.22**	**$ 45,561,369.44**	**$ 1,063,193,498.27**

Depreciation expense was charged to functions as follows:

Function	Amount
GOVERNMENTAL ACTIVITIES	
Instruction	$ 1,119,835.79
Student Support Services	1,457.40
Instructional Media Services	36,284.66
Instructional Staff Training Services	9,581.83
School Administration	265.90
Facilities Services	29,392,346.17
Food Services	427,725.82
Central Services	5,217.88
Operation of Plant	100,567.76
Maintenance of Plant	78,603.06
Administrative Technology Services	46,412.94
Total Depreciation Expense - Governmental Activities	$ 31,218,299.21

E. Retirement Plans

1. FRS – Defined Benefit Pension Plans

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree HIS Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple employer defined benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services Web site (www.dms.myflorida.com).

The District's FRS and HIS pension expense totaled $39,149,614.00 for the fiscal year ended June 30, 2023.

FRS Pension Plan

Plan Description. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are:

- Regular – Members of the FRS who do not qualify for membership in the other classes.
- Elected County Officers – Members who hold specified elective offices in local government.
- Senior Management Service – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Employees enrolled in the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

The DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed based on age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following table shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	Percent Value
Regular Members Initially Enrolled Before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular Members Initially Enrolled On or After July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2022-23 fiscal year were as follows:

	Percent of Gross Salary	
Class	Employee	Employer (1)
FRS, Regular	3.00	11.91
FRS, Elected County Officers	3.00	57.00
FRS, Senior Management Service	3.00	31.57
DROP - Applicable to Members from All of the Above Classes	0.00	18.60
FRS, Reemployed Retiree	(2)	(2)

Notes: (1) Employer rates include 1.66 percent for the postemployment health insurance subsidy. Also, employer rates, other than for DROP participants, include 0.06 percent for administrative costs of the Investment Plan.

(2) Contribution rates are dependent upon retirement class in which reemployed.

The District's contributions to the Plan totaled $27,094,199.00 for the fiscal year ended June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At June 30, 2023, the District reported a liability of $221,636,970.00 for its proportionate share of the Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The District's proportionate share of the net pension liability was based on the District's 2021-22 fiscal year contributions relative to the total 2021-22 fiscal year contributions of all participating members. At June 30, 2022, the District's proportionate share was 0.5957 percent, which was an decrease of 0.0056 from its proportionate share of 0.6013 percent measured as of June 30, 2021.

For the fiscal year ended June 30, 2023, the District recognized the Plan pension expense of $33,911,554.00. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 10,526,476.00	$ -
Change of Assumptions	27,295,520.00	-
Net Difference Between Projected and Actual Earnings on FRS Pension Plan Investments	14,634,660.00	-
Changes in Proportion and Differences Between District FRS Contributions and Proportionate Share of Contributions	11,989,797.00	1,504,115.00
District FRS Contributions Subsequent to the Measurement Date	27,094,199.00	-
Total	**$ 91,540,652.00**	**$ 1,504,115.00**

The deferred outflows of resources related to pensions resulting from District contributions to the Plan subsequent to the measurement date, totaling $27,094,199.00 will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending June 30	Amount
2024	$ 16,007,058.00
2025	8,185,508.00
2026	(1,654,112.00)
2027	38,551,339.00
2028	1,852,545.00
Total	**$62,942,338.00**

Actuarial Assumptions. The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Inflation	2.40 percent
Salary Increases	3.25 percent, average, including inflation
Investment Rate of Return	6.70 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-218.

The actuarial assumptions used in the July 1, 2022 valuation was based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018. The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.6%	2.6%	1.1%
Fixed Income	19.8%	4.4%	4.4%	3.2%
Global Equity	54.0%	8.8%	7.3%	17.8%
Real Estate	10.3%	7.4%	6.3%	15.7%
Private Equity	11.1%	12.0%	8.9%	26.3%
Strategic Investments	3.8%	6.2%	5.9%	7.8%
Total	**100%**			
Assumed Inflation - Mean			2.4%	1.3%

(1) As outlined in the Plan's investment policy.

Discount Rate. The discount rate used to measure the total pension liability was 6.7 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate changed from 6.8 percent to 6.7 percent.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.7 percent, as well as what the District's proportionate share

of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.7 percent) or 1 percentage point higher (7.7 percent) than the current rate:

	1% Decrease (5.7%)	Current Discount Rate (6.7%)	1% Increase (7.7%)
District's Proportionate Share of the Net Pension Liability	$ 383,305,899.00	$ 221,636,970.00	$ 90,250,966.00

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan. At June 30, 2023, the District reported a payable of $2,611,440.16 for the outstanding amount of contributions to the Plan required for the fiscal year ended June 30, 2023.

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided. For the fiscal year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of creditable service completed at the time of retirement with a minimum of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Federal Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.66 percent of payroll pursuant to Section 112.363, Florida Statutes. The District contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Pension Plan totaled $5,002,604.00 for the fiscal year ended June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2023, the District reported a net pension liability of $82,953,074.00 for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of benefit payments expected to be paid within 1 year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021.

The District's proportionate share of the net pension liability was based on the District's 2021-22 fiscal year contributions relative to the total 2021-22 fiscal year contributions of all participating members. At June 30, 2022, the District's proportionate share was 0.7832 percent, which was a decrease of 0.0072 percent from its proportionate share of 0.7904 percent measured as of June 30, 2021.

For the year ended June 30, 2023, the District recognized the HIS Plan pension expense of $5,238,060.00. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 2,517,822.00	$ 365,001.00
Change of Assumptions	4,754,924.00	12,832,788.00
Net Difference Between Projected and Actual Earnings on HIS Pension Investments	120,098.00	-
Changes in Proportion and Differences Between District HIS Contributions and Proportionate Share of Contributions	4,790,651.00	2,312,728.00
District HIS Contributions Subsequent to the Measurement Date	5,002,604.00	-
Total	**$ 17,186,099.00**	**$ 15,510,517.00**

The deferred outflows of resources related to pensions resulting from District contributions to the HIS plan subsequent to the measurement date, totaling $5,002,604.00 will be recognized as a reduction of the net pension liability in the year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending June 30	Amount
2024	$ (699,292.00)
2025	213,082.00
2026	537,545.00
2027	(605,338.00)
2028	(1,918,914.00)
Thereafter	(854,105.00)
Total	**$ (3,327,022.00)**

Actuarial Assumptions. The total pension liability in the July 1, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary Increases	3.25 percent, average, including inflation
Municipal Bond Rate	3.54 percent

Mortality rates were based on the PUB-2010 base table, projected generationally Scale MP-2018.

While an experience study had not been completed for the HIS Pension Plan, the actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the FRS Plan.

Discount Rate. The discount rate used to measure the total pension liability was 3.54 percent. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index. The discount rate changed from 2.16 percent to 3.54 percent.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 3.54 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.54 percent) or 1 percentage point higher (4.54 percent) than the current rate:

	Decrease (2.54%)	Discount Rate (3.54%)	Increase (4.54%)
District's Proportionate Share of the HIS Net Pension Liability	$ 94,905,128.00	$ 82,953,074.00	$ 73,062,996.00

Pension Plan Fiduciary Net Position. Detailed information about HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan. At June 30, 2023, the District reported a payable of $563,681.33 for the outstanding amount of contributions to the HIS Plan required for the fiscal year ended June 30, 2023.

2. FRS - Defined Contribution Pension Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State's Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Retirement benefits are based upon the value of the member's account upon retirement. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of Investment Plan members. Allocations to the Investment Plan member accounts during the 2022-23 fiscal year were as follows:

Class	Percent of Gross Compensation
FRS, Regular	9.30
FRS, Elected County Officers	14.34
FRS, Senior Management Service	10.67

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings, regardless of membership class. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the

accumulated account balance. For the fiscal year ended June 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided in which the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The District's Investment Plan pension expense totaled $9,874,622.49 for the fiscal year ended June 30, 2023.

At June 30, 2023, the District reported a payable of $563,681.33 for the outstanding amount of contributions to the Investment Plan required for the fiscal year ended June 30, 2023.

3. Early Retirement Plans

As authorized by Section 1012.685, Florida Statutes, the Board implemented Early Retirement Plans as described below:

On March 20, 1995, the School Board approved the Manatee County School Board One-time Only Retirement Incentive Plan (Plan). This plan provided that eligible employees who elected to retire by June 30, 1995, be paid special termination benefits. The Plan was offered to members of the instructional and classified bargaining units and administrative personnel who signed an agreement to participate in the Plan, who agreed to retire from employment under the provisions of the Florida Retirement System (FRS), and who met certain age and length of service requirements. One hundred fifty-nine (159) employees elected to participate in the Plan. Special termination benefits included payment for 100 percent of accrued sick and vacation leave, either a bonus based on 25 percent of the retiree's final year's compensation or an amount to compensate the employee for the FRS early retirement penalty, single coverage for health insurance, and a specified amount of life insurance. The Plan provided that the accrued sick and vacation leave, bonus pay, and the FRS early retirement penalty be paid out to the retirees and to a third-party administrator over a period of 5 years. The premiums for health insurance are to be paid for a period of 8 years, while the premiums for the life insurance are to be paid out over the respective retiree's life. The total paid by the District pursuant to this retirement incentive during the 2022-23 fiscal year was $9,679.92. The District reported a liability of $29,039.76 in the statement of net position representing the present value of the estimated future payments under the Plan.

On October 22, 2012, the School Board approved an On-Time Retirement Incentive Program for all Supervisory, Administrative and Managerial personnel (SAMP) and non-bargaining employees. Eligible employees will receive 1 month of salary (20 days), a 10-year life insurance policy in the amount of $25,000.00 paid by the District, and 3 months of single health insurance immediately following resignation. Employees were required to retire or resign no later than December 31, 2012, with an effective date of no later than July 31, 2013. Nineteen (19) employees

elected to participate in the program. The total paid by the District pursuant to this retirement incentive during the 2022-23 fiscal year was $6,705.00.

F. Other Postemployment Benefit Obligations

Plan Description. The Other Postemployment Benefits Plan (OPEB Plan) is a single-employer defined benefit plan administered by the District that provides OPEB for all employees who satisfy the District's retirement eligibility provisions. Pursuant to Section 112.0801, Florida Statutes, former employees who retire from the District, are eligible to participate in the District's health and hospitalization plan for medical and prescription drug coverage. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The District subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, retiree healthcare costs are generally greater than active employee healthcare costs. The OPEB plan contribution requirements and benefit terms of the District and the OPEB plan members are established and may be amended through recommendation of the Health Insurance Committee and action from the Board. No assets are accumulated in a trust that meet the criteria.

Benefits Provided. The OPEB plan provides healthcare and prescription drug insurance benefits for retirees and their dependents. The OPEB plan only provides an implicit subsidy as described above. Retirees are assumed to enroll in the Federal Medicare program for their primary coverage as soon as they are eligible. The rates paid by retirees eligible for Medicare are reduced by the Medicare premium. The OPEB Plan does not issue a stand-alone report and is not included in the report of a public employee retirement system or another entity.

Changes in Plan Provisions. The financial accounting valuation does not reflect any plan changes since the prior year.

Employees Covered by the Benefit Terms. At June 30, 2023, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefits	140
Active Employees	5,780
Total	5,920

Total OPEB Liability. The District's total OPEB liability of $14,708,337.00 was measured as of June 30, 2023 and was determined by an actuarial valuation as of July 1, 2023, and updated procedures were used to determine the OPEB liability as of June 30, 2023.

Actuarial Assumptions and Other Inputs. The total OPEB liability was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.60 percent
Salary Increases	4.25 percent
Discount Rate	3.65 percent
Healthcare Cost Trend Rate	7.80 percent for pre-65. These rates grade to 4.50 percent for fiscal year ending June 30, 2034 and beyond.

The discount rate was based on the Bond Buyer GO 20-Bond Municipal Bond Index as of the measurement date.

Mortality rates are based on the PUB TH-2010 employees and healthy annuitants' mortality table projected generationally using Scale MP-2021.

Healthcare cost trend rates were based on national average information from a variety of sources, including S&P Healthcare Economic Index, NHCE data, plan renewal data, and vendor prescription reports, with adjustments based on the District's benefit provisions.

The District selected the economic, demographic and health care claim costs assumptions used in the actuarial valuation. The actuary provided guidance with respect to the mortality, health claims, medical trend, plan participation, and spousal assumptions. All other assumptions selected align with the FRS Pension valuation.

Changes in the Total OPEB Liability

	Amount
Balance at June 30, 2022	$ 17,487,904.00
Changes for the year:	
Service Cost	1,552,367.00
Interest	626,362.00
Differences Between Expected and Actual Experience	1,006,165.00
Changes in Assumptions or Other Inputs	(3,247,949.00)
Benefit Payments	(2,716,512.00)
Net Changes	(2,779,567.00)
Balance at June 30, 2023	**$14,708,337.00**

The financial accounting valuation reflects the following assumption changes:

- The discount rate was updated from 3.54 percent as of June 30, 2022 to 3.65 percent as of June 30, 2023.
- A change in the healthcare participation rate for new retirees from 33% to 27.5% based on recent experience.
- A change in the retirement, withdrawal and disability rates from rates based on the 2014 FRS experience study to rates based on the 2019 FRS experience study.

- Expected medical plan choice among new retirees was updated based on recent retiree experience.
- A change in the medical trend rates and claims from those developed as of July 1, 2021 to rates and claims developed as of July 1, 2023.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following table presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.65 percent) or 1 percentage point higher (4.65 percent) than the current rate:

	1% Decrease (2.65%)	Current Discount Rate (3.65%)	1% Increase (4.65%)
Total OPEB Liability	$15,683,494.00	$14,708,337.00	$13,769,876.00

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Trend Rates. The following table represents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower and 1 percentage point higher that the current rate.

	1% Decrease 6.8%, grading to 3.5%	Trend Rate 7.8%, grading to 4.5%	1% Increase 8.8%, grading to 5.5%
Total OPEB Liability	$13,217,522.00	$14,708,337.00	$16,450,466.00

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the fiscal year ended June 30, 2023, the District recognized OPEB expense of $2,256,276. On June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 2,172,312.00	$ 116,115.00
Changes of Assumptions or Other Inputs	1,993,298.00	4,057,840.00
Total	**$ 4,165,610.00**	**$ 4,173,955.00**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending June 30	Amount
2024	$ 621,670.00
2025	873,863.00
2026	(378,491.00)
2027	(417,411.00)
2028	(409,934.00)
Total Thereafter	(298,042.00)
Total	**$ (8,345.00)**

G. Construction and Other Significant Commitments

Construction Contracts. The following is a summary of major construction contract commitments on June 30, 2023:

Project	Contract Amount	Completed to Date	Balance Committed
Buffalo Creek Middle School Addition	$ 11,490,218.17	$ 8,942,153.54	$ 3,986,875.29
Freedom Elementary School Addition	3,790,498.78	3,642,905.98	433,115.03
Haile Middle School Renovation	5,641,069.33	1,857,340.52	3,783,728.81
Lakewood Ranch High School Addition	16,421,122.71	7,762,181.95	8,658,940.76
Palmetto High School Renovation	39,314,582.58	7,789,643.05	31,524,939.53
Southeast High School Science Building	12,910,058.91	5,936,778.99	6,973,279.92
Tara Elementary School Renovation	6,814,367.46	3,040,378.79	4,019,847.74
Total	$ 96,381,917.94	$ 38,971,382.82	$ 59,380,727.08

Encumbrances. Appropriations in governmental funds are encumbered upon issuance of purchase orders for goods and services. Even though appropriations lapse at the end of the fiscal year, unfilled purchase orders of the current year are carried forward and the next year's appropriations are likewise encumbered.

The following is a schedule of encumbrances on June 30, 2023:

Major Funds					
General	Capital Projects - Section 1011.71(2), F.S., Local Capital Improvement Tax	Capital Projects - Other Capital Projects	Special Revenue-Federal Education Stabilization Funds	Other Nonmajor Governmental Funds	Total Governmental Funds
$ 3,707,193.32	$ 13,230,628.59	$ 7,558,283.97	$ 359,519.08	$ 850,932.55	$ 25,706,557.51

H. Risk Management Programs

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Workers' compensation, automobile liability, and general liability coverage are being provided on a self-insured basis up to specified limits, and the District has entered into agreements with various insurance companies to provide specific excess coverage of property claim amounts above the self-insured retention amount, excess coverage for workers compensation, general liability, automobile liability and school Board liability; currently $100,000.00 for property excluding named storm, wind/hail and flood damages. Named windstorm deductible is 5 percent of replacement value per building, per occurrence for wind and hail damages with $250,000.00 minimum; and $1,000,000.00 for automobile and general liability. The District has contracted with an insurance administrator, Johns Eastern Company, to administer these self-insurance programs, including the processing, investigating, and payment of claims.

A third-party administrator, Meritain Health, Inc., effective January 1, 2022, administers the District's health and hospitalization insurance program. In plan year 2023, the District paid $19.00 per employee, per month for administrative fees. The payment agreement with Meritain Health provides for liability limits based on fixed rates and average numbers of insured employees and dependents. In 2023, there was a $1,000,000.00 specific stop loss deductible including medical and pharmacy, with an unlimited lifetime maximum per covered member. To remain in compliance with health care reform and the Patient Protection and Affordable Care Act, there are no longer lifetime maximums included in the Meritain plans.

A liability in the amount of $16,085,781.00 was actuarially determined to cover estimated incurred, but not reported, insurance claims payable at June 30, 2023. The estimated insurance claims payable for the workers' compensation/property/liability programs of $7,721,781.00 was determined using the actuarial central estimate for unpaid losses on a discounted basis. The discounted basis recognized the expected rate of return on investments held in the Internal Service Fund using a discount rate of 4 percent. The estimated insurance claims payable for the self-insured health insurance program is $8,364,000.00 including medical and pharmacy claims. This figure was not discounted and was calculated according to Actuarial Standards of Practice No. 5.

The following schedule represents the changes in claims liability for the past 2 fiscal years for the District's self-insurance program:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
2021-2022	$ 9,968,847.00	$ 56,175,129.00	$ (53,108,690.00)	$ 13,035,286.00
2022-2023	$ 13,035,286.00	$ 63,110,271.00	$ (60,059,776.00)	$ 16,085,781.00

I. Changes in Short-Term Debt

The following is a schedule of changes in short-term debt:

	Beginning Balance	Additions	Deductions	Ending Balance
GOVERNMENTAL ACTIVITIES				
Tax Anticipation Note, Series 2022, issued October 27, 2022, with an interest rate of 0.3880 percent, and a maturity date of June 30, 2023.	$ -	$ 50,000,000.00	$ 50,000,000.00	$ -

Proceeds from the tax anticipation note were used as working capital reserves in the General Fund as permitted under State and Federal tax laws.

J. Long-Term Liabilities

1. Certificates of Participation

Certificates of Participation at June 30, 2023 are as follows:

Series	Amount Outstanding	Interest Rates (Percent)	Lease Term Maturity	Original Amount
2010A, QSCB	$ 19,920,000.00	(1)	2029	$ 21,600,000.00
2015, Refunding	16,585,000.00	2.920	2027	38,470,000.00
2016, Refunding	29,840,000.00	5.000	2029	36,780,000.00
2017, Refunding	27,190,000.00	2.570	2031	55,890,000.00
2023A	151,730,000.00	5.000	2038	151,730,000.00
Total Certificates of Participation	**$ 245,265,000.00**			**$ 304,470,000.00**

Note (1): The Federal government pays Interest on QSCB certificates to the purchasers of the certificates in the form of tax credits.

The District entered into financing arrangements, which were characterized as lease-purchase agreements, with the Leasing Corporation whereby the District secured financing of various educational facilities. The financing was accomplished through the issuance of certificates of participation to be repaid from the proceeds of rents paid by the District. Except for the Qualified School Bond (QSCB) Certificates which are discussed below, the financing was accomplished through the issuance of Certificates of Participation, Series 2015 for $38,470,000.00, Series 2016 for $36,780,000.00, Series 2017 for $55,890,000.00, and Series 2023 for $151,730,000.00.

As a condition of the financing arrangements, the District gave ground leases on District property to the Leasing Corporation, with a rental fee of $10 per year for Certificates of Participation, Series 2015, 2016, 2017, 2023 respectively. The master lease-purchase agreement is automatically renewable each fiscal year through July 1, 2038. If the District fails to renew the lease and to provide for the rent payments through to term, the District may be required to surrender the sites included

under the Ground Lease Agreement for the benefit of the securers of the certificates for a period of time specified by the arrangements.

The American Recovery and Reinvestment Act (ARRA) of 2009, signed into law on February 17, 2009, created a new category of direct subsidy debt for school districts known as QSCBs. The QSCB does not represent incremental Federal funding; the District must repay it.

As a condition of the financing arrangement, the District has given a ground lease on District property to the Leasing Corporation, with a rental fee of $10 per year. The initial term of the lease for the Series 2010A-QSCB is 19 years commencing October 29, 2010. The properties covered by the ground lease are, together with the improvements constructed thereon from the financing proceeds, leased back to the District. If the District fails to renew the lease and to provide for the rent payments through to term, the District may be required to surrender the sites included under the Ground Lease Agreement for the benefit of the securers of the certificates.

For the Series 2010A-QSCB, the principal portion of the basic lease payment, $19,920,000.00, is due on October 1, 2029. The interest portion of the basic lease payments is due each April 1 and October 1, commencing April 1, 2011. The sinking fund payments are made by the District with respect to the Series 2010A-QSCB and are deposited by the Trustee into the Series 2010 Sinking Fund Account pursuant to the Trust Agreement. Such funds are invested in investment securities in accordance with the Trust Agreement. The District may offset sinking fund payments with the interest earnings on amounts in the Series 2010 Sinking Fund Account, provided that the sinking fund payments will be funded at a rate not more rapid than equal, annual installments in an aggregate amount not in excess of the principal component due at maturity. Sinking fund payments on deposit in the Series 2010 Sinking Fund Account will be retained therein until transferred to the Series 2010 Lease Payment Account and applied to the payment of the $19,920,000.00 principal component due on the Series 2010 Certificates at maturity (October 1, 2029) or upon earlier prepayment.

The District properties included in the various ground leases under these arrangements include:

Series 2010A-QSCB Certificates of Participation

Lease Schedule No. 2010A
Manatee High School (Davis Building project)

Series 2015 Certificates of Participation

Amended and Restated No. 2005A
Anna Maria Elementary School
King Middle School
Amended and Restated No. 2007
Annie Lucy Williams Elementary School
Daughtrey Elementary School
King Middle School
Palmetto Elementary School
Manatee Technical College – Public Safety Academy
Manatee Technical College – Fire Academy
Sea Breeze Elementary School

Myakka Elementary School

Series 2016 Certificates of Participation

Lease Schedule No. 2009
G. D. Rogers Garden Elementary
Transportation and Maintenance Facility
Palmetto High School Auditorium
Myakka Elementary School

Series 2017 Certificates of Participation

Third Amended and Restated No. 1996
Bayshore High School
Carlos Haile Middle School
Lakewood Ranch High School

Amended and Restated No. 2011
Manatee Technical College

Series 2023 Certificates of Participation

Blackburn Elementary School
Haile Middle School
Oneco Elementary School
Palma Sola Elementary School
Tara Elementary School

The lease payments are payable by the District semiannually, on July 1 and January 1 at interest rates ranging from 2.57 to 5.0 percent.

The following is a schedule by years of future minimum lease payments under the lease agreements together with the present value of minimum lease payments as of June 30:

Fiscal Year Ending June 30	Total	Principal	Interest
2024	$ 21,060,215.00	$ 10,040,000.00	$ 11,020,215.00
2025	20,987,592.50	11,070,000.00	9,917,592.50
2026	20,991,334.50	11,465,000.00	9,526,334.50
2027	20,990,009.50	11,870,000.00	9,120,009.50
2028	13,509,874.50	12,290,000.00	1,219,874.50
2029-2033	127,963,194.50	93,195,000.00	34,768,194.50
2034-2038	110,099,750.00	95,335,000.00	14,764,750.00
Total Minimum Lease Payments	**$ 335,601,970.50**	245,265,000.00	**$ 90,336,970.50**
Add: Unamortized Premium		27,989,546.71	
Total Certificates of Participation		**$ 273,254,546.71**	

2. Bonds Payable

Bonds payable at June 30, 2023, are as follows:

Bond Type	Amount Outstanding	Interest Rates (Percent)	Annual Maturity To	Issued Amount
State School Bonds:				
Series 2017A-Refunding	$ 352,000.00	5.0	2026	$ 829,000.00
Series 2019A-Refunding	528,000.00	5.0	2029	744,000.00
Series 2020A-Refunding	654,000.00	2.0-5.0	2031	1,037,000.00
Total State School Bonds	1,534,000.00			2,610,000.00
District Revenue Bonds:				
Series 2017, Sales Tax	97,905,000.00	5.00	2033	131,785,000.00
Total District Revenue Bonds	97,905,000.00			131,785,000.00
Total Minimum Bond Payments	99,439,000.00			
Add: Unamortized Premium on Debt	10,511,178.71			
Total Bonds Payable	**$ 109,950,178.71**			

The various bonds were issued to finance capital outlay projects of the District. The following is a description of the bonded debt issues:

State School Bonds

These bonds are issued by the SBE on behalf of the District. The bonds mature serially and are secured by a pledge of the District's portion of the State-assessed motor vehicle license tax. The

State's full faith and credit is also pledged as security for these bonds. Principal and interest payments, investment of debt service fund resources, and compliance with reserve requirements are administrated by the SBE and SBA.

District Revenue Bonds

The School Board issued Sales Tax Revenue Bonds, Series 2017 in the amount of $131,785,000.00 on February 23, 2017. These bonds are authorized by Chapter 1001, Florida Statutes, and Chapter 212, Florida Statutes. These bonds are secured by a pledge of proceeds received by the District from the levy and collection of a one-half cent discretionary sales surtax pursuant to Section 212.055(6), Florida Statutes. Proceeds of the bonds were used to finance fixed capital expenditures or fixed capital costs associated with the construction, reconstruction or improvement of school facilities and campuses which have a useful life expectancy of five or more years and any land acquisition, design and engineering cost related thereto and for costs of retrofitting and providing for technology implementation including hardware and software for various sites within the District.

The sales tax collections began on January 1, 2003. On November 8, 2016, the voters of Manatee County approved the extension of the one-half cent Sales Tax to be effective January 1, 2018 through December 31, 2032, thereby maintaining revenues statutorily available to be used for capital expenditures to reduce overcrowding, reduce portable classrooms, renovate existing schools, build new schools where needed, purchase technology, and improve student safety and achievement.

During the 2022-23 fiscal year, the District recognized sales tax revenues totaling $49,701,086.36 and expended $12,495,625.00 (25.14 percent) of these revenues for debt service directly collateralized by these revenues.

Annual requirements to amortize all bonded debt outstanding as of June 30, 2023, are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
State School Bonds:			
2024	$ 331,700.00	$ 255,000.00	$ 76,700.00
2025	338,950.00	275,000.00	63,950.00
2026	347,200.00	297,000.00	50,200.00
2027	219,350.00	184,000.00	35,350.00
2028	226,150.00	200,000.00	26,150.00
2029-2030	344,550.00	323,000.00	21,550.00
Total State School Bonds	1,807,900.00	1,534,000.00	273,900.00
District Revenue Bonds:			
2024	12,485,625.00	7,785,000.00	4,700,625.00
2025	12,476,625.00	8,175,000.00	4,301,625.00
2026	12,462,750.00	8,580,000.00	3,882,750.00
2027	12,453,000.00	9,010,000.00	3,443,000.00
2028	12,441,250.00	9,460,000.00	2,981,250.00
2029-2033	62,024,375.00	54,895,000.00	7,129,375.00
Total District Revenue Bonds	124,343,625.00	97,905,000.00	26,438,625.00
Total	**$126,151,525.00**	**$ 99,439,000.00**	**$26,712,525.00**

3. Leases Payable

The classes and amount of property being acquired under leases are as follows:

	Asset Balances
Metal Detectors	$ 171,861.60
Vehicles	93,465.75
Total	$ 265,327.35

Future minimum lease payments and the present value of the minimum lease payments as of June 30 are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2024	$ 66,000.84	$ 60,802.80	$ 5,198.04
2025	66,000.84	60,802.80	5,198.04
2026	66,000.84	60,802.80	5,198.04
2027	23,974.44	18,776.40	5,198.04
2028	18,448.09	14,329.89	4,118.20
Total Minimum Lease Payments	$240,425.05	$215,514.69	$24,910.36

4. Installment-Purchases Payable

Printing equipment and computers were acquired under installment-purchase agreements. Future minimum installment-purchase payments and the present value of the minimum installment-purchase as of June 30 are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2024	$ 1,473,202.41	$ 1,441,268.66	$31,933.75
2025	275,141.28	275,141.28	-
Total	$ 1,748,343.69	$ 1,716,409.94	$31,933.75

The stated interest rates range from no interest to 9.09 percent.

5. Changes in Long-Term Liabilities

The following is a summary of changes in long-term liabilities:

Description	Beginning Balance	Additions	Deductions	Ending Balance	Due in One Year
GOVERNMENTAL ACTIVITIES					
Bonds Payable					
Direct Borrowing and Direct Placement	$ 105,320,000.00	$ -	$ 7,415,000.00	$ 97,905,000.00	$ 7,785,000.00
Plus: Premium	11,556,307.51	-	1,284,034.20	10,272,273.31	-
Other	1,860,000.00	-	326,000.00	1,534,000.00	255,000.00
Plus: Premium	287,138.96	-	48,233.56	238,905.40	-
Total Bonds Payable	119,023,447.00	-	9,073,267.76	109,950,178.71	8,040,000.00
Certificates of Participation Payable (COP)					
Direct Borrowing and Direct Placement	103,235,000.00	151,730,000.00	9,700,000.00	245,265,000.00	10,040,000.00
Plus: Premium on COP's	4,092,124.58	24,482,011.35	584,589.22	27,989,546.71	-
Total Certificates of Participation Payable	107,327,125.00	176,212,011.35	10,284,589.22	273,254,546.71	10,040,000.00
Leases Payable	-	265,327.35	49,812.66	215,514.69	60,802.80
Installment-Purchases Payable	3,324,775.32	-	1,608,365.38	1,716,409.94	1,441,268.66
Early Retirement Plan Payable	39,479.00	5,945.40	16,384.92	29,039.48	9,679.92
Estimated Insurance Claims Payable	13,035,286.00	63,110,271.00	60,059,776.00	16,085,781.00	8,364,000.00
Net Other Postemployment Benefits Payable	17,487,904.00	3,184,894.00	5,964,461.00	14,708,337.00	-
Net Pension Liability	142,380,945.00	278,281,135.00	116,072,036.00	304,590,044.00	-
Compensated Absences Payable	33,716,951.50	3,202,472.79	3,343,707.89	33,575,716.40	3,415,595.09
Total Governmental Activities	**$ 436,335,912.82**	**$ 524,262,056.89**	**$ 206,472,400.83**	**$ 754,125,567.93**	**$ 31,371,346.47**

For the governmental activities, compensated absences, pensions, early retirement plan, and other postemployment benefits are generally liquidated with resources of the General Fund. The estimated insurance claims are generally liquidated with resources of the proprietary funds.

The District's outstanding bonds and certificates of participation from direct borrowings and direct placements related to governmental activities of $108,177,273.31 and $273,254,546.71, respectively; contain a provision that in an event of default, outstanding amounts become immediately due if the District is unable to make payment, except for those Certificates which require the written consent of

the Insurer if the Insurer is not in payment default. In addition, the District's outstanding direct placement sales tax bonds are secured by the associated sales tax revenues, whereas the Certificates of Participation from direct placement are secured by the applicable properties listed in the associated ground leases as noted above.

K. Interfund Receivables and Payables

The following is a summary of interfund receivables and payables reported in the fund financial statements:

	Interfund	
Funds	**Receivables**	**Payables**
Major:		
General	$ 3,110,232.02	$ -
Special Revenue:		
Federal Education Stabilization	-	1,079,703.53
Other Nonmajor Gonvernmental	-	2,030,528.49
Total	**$ 3,110,232.02**	**$ 3,110,232.02**

Interfund receivables and payables are temporary loans of cash between funds allowable under Section 1011.09(2), Florida Statutes, for a period of less than 13 months. The temporary loans do not restrict, impede, or limit implementation or fulfillment of the original purposes for which the moneys were received in the funding providing the advancement. All amounts are expected to be repaid within the 2023-24 fiscal year.

L. Revenues

1. Schedule of State Revenue Sources

The following is a schedule of the District's State revenue sources for the 2022-23 fiscal year:

Source	Amount
Florida Education Finance Program	$ 117,738,050.00
Categorical Educational Program-Class Size Reduction	54,007,544.59
Workforce Development Program	9,890,985.00
Charter School Capital Outlay	4,485,828.00
Voluntary Prekindergarten Program	2,680,940.54
Motor Vehicle License Tax (Capital Outlay & Debt Service)	2,008,179.39
Miscellaneous	1,660,560.49
Total	**$ 192,472,088.01**

Accounting policies relating to certain State revenue sources are described in note I.

2. Property Taxes

The following is a summary of millage, and taxes levied on the 2022 tax roll for the 2022-23 fiscal year; taxes budgeted are stated at 96 percent of the actual tax roll levy to allow for early payment discounts and uncollectable amounts.

General Fund	Millages	Taxes Levied
Nonvoted School Tax:		
Required Local Effort	3.274	$ 188,481,769.00
Basic Discretionary Local Effort	1.748	100,631,074.00
Capital Projects - Local Capital Improvement Fund		
Nonvoted Tax:		
Local Capital Improvements	1.500	86,353,896.00
Total	**6.522**	$ 375,466,739.00

M. Interfund Transfers

The following is a summary of interfund transfers reported in the fund financial statements:

	Interfund	
Funds	**Transfers In**	**Transfers Out**
Major:		
General	$ 21,341,923.62	$ 15,882,388.63
Debt Service:		
Other Debt Service	26,419,595.60	-
Capital Projects:		
Section 1011.71(2), F.S. LCI Tax	-	27,005,900.91
Other Capital Projects	882,388.63	18,210,524.34
Sepecial Revenue:		
Federal Education Stabilization	-	10,243,647.91
Other Nonmajor	598,553.94	-
Internal Service	22,100,000.00	-
Total	**$ 71,342,461.79**	**$ 71,342,461.79**

The transfers into the General Fund from the Capital Projects Funds – Other Capital Projects, Local Capital Improvement Tax, and Special Revenue Fund-Federal Education Stabilization were for capital outlay to charter schools, reimbursing the General Fund for maintenance, repairs and equipment costs, and payment of premiums for property and casualty insurance. The transfer from General Fund to Capital Projects – Other Capital Projects Fund was for a capital construction project.

The transfers from Capital Projects Funds – Other Capital Projects and Local Capital Improvement Tax to the Debt Service – Other Debt Service Fund and Other Nonmajor Funds were made for debt service payments.

The transfers from Special Revenue -Federal Education Stabilization Fund and the General Fund to the Internal Service Fund were for costs attributable to COVID-19 and increase in health insurance claims of the District.

IV. SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

A. Litigation

The District is defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the District's management, the resolution of these matters will not have a material effect on the financial condition of the District.

B. Other Loss Contingencies

The District received financial assistance from Federal and State agencies in the form of grants and appropriations. The disbursement of funds received under these programs generally requires compliance with specified terms and conditions and is subject to final determination by the applicable Federal and State agencies. Any disallowed claims should become a liability of the General Fund or other applicable funds.

V. SUBSEQUENT EVENTS

A. Tax Anticipation Note

The Board authorized the issuance of a tax anticipation note (Note) in the amount of $58 million. The proceeds will be used for operating expenses for the fiscal year ending June 30, 2024. The closing of the Note took place on October 4, 2023, and the Note is to mature on May 30, 2024. The stated interest rate is 4.58 percent.



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SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE DISTRICT'S TOTAL OTHER
POSTEMPLOYMENT BENEFITS LIABILITY AND RELATED RATIOS

	2018	2019	2020	2021	2022	2023
Total OPEB Liability						
Service Cost	$ 1,462,379.00	$ 765,235.00	$ 785,616.00	$ 876,923.00	$ 1,812,777.00	$ 1,552,367.00
Interest	1,413,031.00	540,769.00	421,574.00	256,982.00	403,998.00	626,362.00
Changes of benefit terms	(23,858,207.00)	-	-	-	-	-
Difference between expected and actual experience	(1,429,002.00)	399,202.00	(567,039.00)	1,586,170.00	932,247.00	1,006,165.00
Changes of Assumptions	(1,882,249.00)	(3,114,070.00)	(437,633.00)	4,939,055.00	(1,578,948.00)	(3,247,949.00)
Benefit payments	(257,705.00)	(758,420.00)	(316,927.00)	(1,107,725.00)	(1,935,623.00)	(2,716,512.00)
Net changes in total OPEB liability	(24,551,753.00)	(2,167,284.00)	(114,409.00)	6,551,405.00	(365,549.00)	(2,779,567.00)
Total OPEB Liability-beginning	38,135,494.00	13,583,741.00	11,416,457.00	11,302,048.00	17,853,453.00	17,487,904.00
Total OPEB Liability-ending	13,583,741.00	11,416,457.00	11,302,048.00	17,853,453.00	17,487,904.00	14,708,337.00
Covered employee payroll	$ 247,764,434.00	$ 272,090,580.00	$ 285,667,414.00	$ 283,428,729.00	$ 294,007,933.00	$ 316,026,842.00
Total OPEB Liability as a percentage of covered employee payroll	5.48%	4.20%	3.96%	6.30%	5.95%	4.65%

* The amounts presented for each fiscal year were determined as of June 30. The District implemented GASB Statement No. 75 for the fiscal year ended June 30, 2018. Information for prior years is not available.

No assets are accumulated in a trust that meet the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

Changes of Assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each measurement period. The following are the discount rates in each measurement period:

Year	Discount Rate
2018	3.87%
2019	3.50%
2020	2.21%
2021	2.16%
2022	3.54%
2023	3.65%

As of June 30, 2023, the financial accounting valuation reflects the following assumption changes:
- A change in the healthcare participation rate for new retirees from 33% to 27.5% based on recent retiree experience.
- Expected medical plan choice among new retirees was updated based on recent retiree experience.
- A change in the medical trend rates and claims from those developed as of July 1, 2021 to rates and claims developed as of July 1, 2023.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
Schedule of District Contributions
Florida Retirement System (FRS) Defined Benefit Pension Plan

District Fiscal Year Ending June 30,	FRS Contractually Required Contribution	FRS Contributions in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	District's Covered Employee Payroll	FRS Contributions as a Percentage of Covered Payroll
2023	$ 27,094,199.00	$ 27,094,199.00	$ -	$301,474,711.07	8.99%
2022	25,418,307.00	25,418,307.00	-	285,459,262.00	8.90%
2021	22,907,254.00	22,907,254.00	-	279,889,083.00	8.18%
2020	18,630,210.00	18,630,210.00	-	279,565,211.00	6.66%
2019	17,175,569.00	17,175,569.00	-	261,204,830.00	6.58%
2018	14,832,480.00	14,832,480.00	-	235,532,656.00	6.30%
2017	13,298,480.00	13,298,480.00	-	225,356,536.00	5.90%
2016	13,056,836.00	13,056,836.00	-	227,455,559.00	5.74%
2015	13,541,853.00	13,541,853.00	-	217,014,659.00	6.24%
2014	12,181,918.00	12,181,918.00	-	208,553,332.00	5.84%

Notes:
1) The District implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
Schedule of District Contributions
Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan

District Fiscal Year Ending June 30,	HIS Contractually Required Contribution	HIS Contributions in Relation to the Contractually Required Contribution	HIS Contribution Deficiency (Excess)	District's Covered Employee Payroll	HIS Contributions as a Percentage of Covered Payroll
2023	$ 5,002,604.00	$ 5,002,604.00	$ -	$301,474,711.07	1.66%
2022	4,739,002.00	4,739,002.00	-	285,459,262.00	1.66%
2021	4,646,193.00	4,646,193.00	-	279,889,083.00	1.66%
2020	4,639,856.00	4,639,856.00	-	279,565,211.00	1.66%
2019	4,333,826.00	4,333,826.00	-	261,204,830.00	1.66%
2018	3,909,833.00	3,909,833.00	-	235,532,656.00	1.66%
2017	3,738,311.00	3,738,311.00	-	225,356,536.00	1.66%
2016	3,774,082.00	3,774,082.00	-	227,455,559.00	1.66%
2015	2,732,933.00	2,732,933.00	-	217,014,659.00	1.26%
2014	2,404,476.00	2,404,476.00	-	208,553,332.00	1.20%

Notes:
1) The District implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
Schedule of District's Proportionate Share of Net Pension Liability
Florida Retirement System (FRS) Defined Benefit Pension Plan

District Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	District's Proportion of the FRS Net Pension Liability	District's Proportionate Share of the FRS Net Pension Liability	District's Covered Employee Payroll as of Measurement Date	District's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2023	2022	0.5956%	$ 221,636,970.00	$ 285,459,262.00	77.64%	82.89%
2022	2021	0.6013%	45,422,020.00	279,889,083.00	16.23%	96.40%
2021	2020	0.5607%	243,023,907.00	279,565,211.00	86.93%	78.85%
2020	2019	0.5539%	190,757,709.00	261,204,830.00	73.03%	82.61%
2019	2018	0.5204%	156,763,014.00	235,532,656.00	66.56%	84.26%
2018	2017	0.5108%	151,155,560.00	225,356,536.00	67.07%	83.89%
2017	2016	0.5354%	135,191,544.00	227,455,559.00	59.44%	84.88%
2016	2015	0.5554%	71,741,222.00	217,014,659.00	33.06%	92.00%
2015	2014	0.5561%	33,932,975.00	208,553,332.00	16.27%	96.09%
2014	2013	0.5718%	98,428,154.00	217,932,013.00	45.16%	88.54%

Notes:
1) The District implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014.
2) FRS NPL at 2017 has been increased by $10,152,810 due to implementation of GASB 75.
3) Changes in Assumptions: In 2022, the long-term expected rate of return was decreased from 6.80% to 6.70%.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
Schedule of District's Proportionate Share of Net Pension Liability
Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan

District Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	District's Proportion of the HIS Net Pension Liability	District's Proportionate Share of the HIS Net Pension Liability	District's Covered Employee Payroll as of Measurement Date	District's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2023	2022	0.7832%	$ 82,953,074.00	$ 285,459,262.00	29.06%	4.81%
2022	2021	0.7904%	96,958,925.00	279,889,083.00	34.64%	3.56%
2021	2020	0.8052%	98,310,759.00	279,565,211.00	35.17%	3.00%
2020	2019	0.7805%	87,325,809.00	261,204,830.00	33.43%	2.63%
2019	2018	0.7209%	76,308,168.00	235,532,656.00	32.40%	2.15%
2018	2017	0.7060%	75,528,276.00	225,356,536.00	33.52%	1.64%
2017	2016	0.7363%	85,814,414.00	227,455,559.00	37.73%	0.97%
2016	2015	0.7149%	72,912,288.00	217,014,659.00	33.60%	0.50%
2015	2014	0.7019%	65,629,435.00	208,553,332.00	31.47%	0.99%
2014	2013	0.7499%	65,290,530.00	217,932,013.00	29.96%	1.78%

Notes:
1) The District implemented GASB Statement No. 68 for the fiscal year ended June 30, 2015, including a restatement as of June 30, 2014.
2) Changes in Assumptions: In 2022, the municipal bond rate used to determine total pension liability decreased from 2.16% to 3.54%. The demographic assumptions for the Special Risk class were updated to reflect plan changes due to HB5007, HB689, HB838. The election assumption for vested terminated members was updated from 20% to 50% to reflect recent experience.



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Nonmajor Governmental Funds

Special Revenue Funds

The Special Revenue Funds account for certain revenues derived from the State of Florida, Federal government, and other local and private sources that are required to finance designated activities. Activities included within the fund are as follows:

Food Services Fund - To account for and report on activities of the food service program in serving breakfast and lunch at the schools.

Federal Contracted Programs Fund - To account for and report on activities of various Federal programs according to the specifications and requirements of each funding source.

Miscellaneous Special Revenue Fund - Miscellaneous funds are used to account for student and club activity funds that are collected by schools and held for students, athletics, classes, club activities and more.

Debt Service Funds

The Debt Service Funds account for the payment of principal and interest on long-term debt.

ARRA Economic Stimulus Fund - To account for the accumulation of resources for and the payment of sinking fund interest and related costs on the Certificates of Participation, Series 2010A Qualified School Construction Bonds.

State Board of Education Bonds Fund - To account for and report on the payment of principal, interest, and related costs of the school bonds issued by the State Board of Education on behalf of the District. These bonds are payable from the District's portion of the State-assessed motor vehicle license tax.

Capital Projects Funds

The Capital Projects Funds are used to account for the financing and acquisition or construction of major capital facilities, such as new school buildings or additions to existing buildings, or for major renovation projects. Specific funding sources included herein are:

Public Education Capital Outlay Fund - To account for and report on funds received from the State for the construction and maintenance of schools.

Capital Outlay & Debt Service Fund - To account for and report on the excess dollars received through the State's Capital Outlay and Debt Service program used for construction and maintenance of schools.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2023

		Special Revenue Funds			
	Total Nonmajor Governmental Funds	Total Nonmajor Special Revenue Funds	Food Services Fund	Federal Contracted Programs Fund	Miscellaneous Special Revenue Fund
ASSETS					
Cash and Cash Equivalents	$ 20,230,065.81	$ 19,752,018.57	$ 13,786,933.98	$ -	$ 5,965,084.59
Investments	191,331.10	151,608.06	-	-	151,608.06
Taxes Receivable	-	-	-	-	-
Accounts Receivable	87,413.34	87,413.34	-	397.97	87,015.37
Due from Other Funds	-	-	-	-	-
Due from Other Agencies	6,631,672.25	2,335,971.71	480,459.27	1,854,463.50	1,048.94
Inventories	692,100.21	692,100.21	578,639.09	-	113,461.12
Restricted Investments	13,226,573.46	141,359.58	-	-	141,359.58
Total Assets	$ 41,059,156.17	$ 23,160,471.47	$ 14,846,032.34	$ 1,854,861.47	$ 6,459,577.66
LIABILITIES					
Accounts Payable	$ 416,492.39	$ 416,492.39	$ 140,685.12	$ 275,807.27	$ -
Due to Other Funds	2,030,528.49	1,709,686.72	-	1,579,054.20	130,632.52
Unearned Revenue	98,223.13	98,223.13	98,223.13	-	-
Total Liabilities	2,545,244.01	2,224,402.24	238,908.25	1,854,861.47	130,632.52
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenue	4,770,785.02	-	-	-	-
Total Deferred Inflows of Resources	4,770,785.02	-	-	-	-
FUND BALANCES					
Nonspendable					
Inventories	692,100.21	692,100.21	578,639.09	-	113,461.12
Restricted					
Food Services	14,028,485.00	14,028,485.00	14,028,485.00	-	-
Debt Service	12,804,095.15	-	-	-	-
Capital Projects	2,962.76	-	-	-	-
Other Purposes	6,215,484.02	6,215,484.02	-	-	6,215,484.02
Total Fund Balances	33,743,127.14	20,936,069.23	14,607,124.09	-	6,328,945.14
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 41,059,156.17	$ 23,160,471.47	$ 14,846,032.34	$ 1,854,861.47	$ 6,459,577.66

Debt Service Funds			Capital Projects Funds		
Total Nonmajor Debt Service Funds	ARRA Economic Stimulus Fund	State Board of Education Bonds Fund	Total Nonmajor Capital Projects Funds	Public Education Capital Outlay Fund	Capital Outlay & Debt Service Fund
$ -	$ -	$ -	$ 478,047.24	$ 477,865.02	$ 182.22
39,723.04	-	39,723.04	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	4,295,700.54	4,292,920.00	2,780.54
-	-	-	-	-	-
13,085,213.88	13,085,213.88	-	-	-	-
$ 13,124,936.92	$ 13,085,213.88	$ 39,723.04	$ 4,773,747.78	$ 4,770,785.02	$ 2,962.76
$ -	$ -	$ -	$ -	$ -	$ -
320,841.77	320,841.77	-	-	-	-
-	-	-	-	-	-
320,841.77	320,841.77	-	-	-	-
-	-	-	4,770,785.02	4,770,785.02	-
-	-	-	4,770,785.02	4,770,785.02	-
-	-	-	-	-	-
-	-	-	-	-	-
12,804,095.15	12,764,372.11	39,723.04	-	-	-
-	-	-	2,962.76	-	2,962.76
-	-	-	-	-	-
12,804,095.15	12,764,372.11	39,723.04	2,962.76	-	2,962.76
$ 13,124,936.92	$ 13,085,213.88	$ 39,723.04	$ 4,773,747.78	$ 4,770,785.02	$ 2,962.76

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2023

		Special Revenue Funds			
	Total Nonmajor Governmental Funds	Total Nonmajor Special Revenue Funds	Food Services Fund	Federal Contracted Programs Fund	Miscellaneous Special Revenue Fund
REVENUES					
Federal Direct Sources:					
Other Federal Direct Sources	$ 1,974,941.93	$ 1,974,941.93	$ -	$ 1,974,941.93	$ -
Miscellaneous Federal Direct	1,663,052.26	709,678.67	-	709,678.67	-
Total Federal Direct Sources	3,637,994.19	2,684,620.60	-	2,684,620.60	-
Federal Through State and Local Sources:					
Career and Technical Education	900,487.11	900,487.11	-	900,487.11	-
Individuals with Disabilities	11,470,474.75	11,470,474.75	-	11,470,474.75	-
Food Service	29,172,787.44	29,172,787.44	29,172,787.44	-	-
Other Federal Through State Sources	21,692,826.71	21,692,826.71	-	21,692,826.71	-
Total Federal Through State and Local Sources	63,236,576.01	63,236,576.01	29,172,787.44	34,063,788.57	-
State Sources:					
CO&DS Withheld for SBE/COBI Bond	410,180.91	-	-	-	-
CO&DS Distribution	1,567,894.86	-	-	-	-
Public Education Capital Outlay	109,510.98	-	-	-	-
Other State Sources	344,496.02	310,110.00	310,110.00	-	-
Total State Sources	2,432,082.77	310,110.00	310,110.00	-	-
Local Sources:					
Food Service	5,492,501.18	5,492,501.18	5,492,501.18	-	-
Interest Income	1,030,844.67	654,832.47	654,832.47	-	-
Other Local Sources	9,613,664.80	9,613,664.80	182,115.54	-	9,431,549.26
Total Local Sources	16,137,010.65	15,760,998.45	6,329,449.19	-	9,431,549.26
Total Revenues	$ 85,443,663.62	$ 81,992,305.06	$ 35,812,346.63	$ 36,748,409.17	$ 9,431,549.26

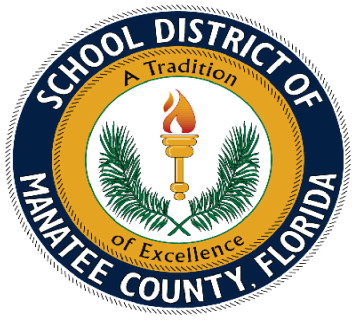
Debt Service Funds			Capital Projects Funds		
Total Nonmajor Debt Service Funds	ARRA Economic Stimulus Fund	State Board of Education Bonds Fund	Total Nonmajor Capital Projects Funds	Public Education Capital Outlay Fund	Capital Outlay & Debt Service Fund
$ -	$ -	$ -	$ -	$ -	$ -
953,373.59	953,373.59	-	-	-	-
953,373.59	953,373.59	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
410,180.91	-	410,180.91	-	-	-
-	-	-	1,567,894.86	-	1,567,894.86
-	-	-	109,510.98	109,510.98	-
-	-	-	34,386.02	-	34,386.02
410,180.91	-	410,180.91	1,711,791.86	109,510.98	1,602,280.88
-	-	-	-	-	-
376,012.20	376,012.20	-	-	-	-
-	-	-	-	-	-
376,012.20	376,012.20	-	-	-	-
$ 1,739,566.70	$ 1,329,385.79	$ 410,180.91	$ 1,711,791.86	$ 109,510.98	$ 1,602,280.88

(Continued)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2023

		Special Revenue Funds			
	Total Nonmajor Governmental Funds	Total Nonmajor Special Revenue Funds	Food Services Fund	Federal Contracted Programs Fund	Miscellaneous Special Revenue Fund
EXPENDITURES					
Current:					
Instruction	$20,072,922.28	$ 20,072,922.28	$ -	$ 20,072,922.28	$ -
Student Support Services	2,375,551.55	2,375,551.55	-	2,375,551.55	-
Instruction and Curriculum Development Services	7,301,457.24	7,301,457.24	-	7,301,457.24	-
Instructional Staff Training Services	5,279,271.53	5,279,271.53	-	5,279,271.53	-
Instruction Related Technology	74,633.16	74,633.16	-	74,633.16	-
General Administration	1,244,808.24	1,244,808.24	-	1,244,808.24	-
School Administration	54,841.94	54,841.94	-	54,841.94	-
Fiscal Services	73,423.08	73,423.08	-	73,423.08	-
Food Services	33,667,321.75	33,667,321.75	33,667,321.75	-	-
Central Services	7,516.63	7,516.63	-	7,516.63	-
Student Transportation Services	158,606.91	158,606.91	-	158,606.91	-
Maintenance of Plant	-	-	-	-	-
Community Services	9,020,680.78	9,020,680.78	-	-	9,020,680.78
Capital Outlay:					
Facilities Acquisition and Construction	2,232,813.45	-	-	-	-
Other Capital Outlay	414,402.67	414,402.67	309,026.06	105,376.61	-
Debt Service:					
Principal	326,000.00	-	-	-	-
Interest and Fiscal Charges	1,099,727.18	-	-	-	-
Total Expenditures	83,403,978.39	79,745,437.76	33,976,347.81	36,748,409.17	9,020,680.78
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,039,685.23	2,246,867.30	1,835,998.82	-	410,868.48
OTHER FINANCING SOURCES					
Transfers In	598,553.94	-	-	-	-
Total Other Financing Sources	598,553.94	-	-	-	-
Net Change in Fund Balances	2,638,239.17	2,246,867.30	1,835,998.82	-	410,868.48
Fund Balances, Beginning	31,104,887.97	18,689,201.93	12,771,125.27	-	5,918,076.66
Fund Balances, Ending	$33,743,127.14	$ 20,936,069.23	$ 14,607,124.09	$ -	$ 6,328,945.14

Debt Service Funds			Capital Projects Funds		
Total Nonmajor Debt Service Funds	ARRA Economic Stimulus Fund	State Board of Education Bonds Fund	Total Nonmajor Capital Projects Funds	Public Education Capital Outlay Fund	Capital Outlay & Debt Service Fund
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	2,232,813.45	109,510.98	2,123,302.47
-	-	-	-	-	-
326,000.00	-	326,000.00	-	-	-
1,097,295.02	1,008,270.00	89,025.02	2,432.16	-	2,432.16
1,423,295.02	1,008,270.00	415,025.02	2,235,245.61	109,510.98	2,125,734.63
316,271.68	321,115.79	(4,844.11)	(523,453.75)	-	(523,453.75)
598,553.94	598,553.94	-	-	-	-
598,553.94	598,553.94	-	-	-	-
914,825.62	919,669.73	(4,844.11)	(523,453.75)	-	(523,453.75)
11,889,269.53	11,844,702.38	44,567.15	526,416.51	-	526,416.51
$ 12,804,095.15	$ 12,764,372.11	$ 39,723.04	$ 2,962.76	$ -	$ 2,962.76



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Special Revenue Funds

The Special Revenue Funds account for certain revenues derived from the State of Florida, Federal government, and other local and private sources that are required to finance designated activities. Activities within the funds are as follows:

Nonmajor Special Revenue Funds

Food Services Fund - To account for and report on activities of the food service program in serving breakfast and lunch at the schools.

Federal Contracted Programs Fund - To account for and report on activities of various Federal programs according to the specifications and requirements of each funding source.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE - FOOD SERVICES FUND
For the Fiscal Year Ended June 30, 2023

	Food Services Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Federal Through State Sources:				
Food Service	$ 27,043,010.76	$ 28,875,140.14	$ 29,172,787.44	$ 297,647.00
Total Federal Through State Sources	27,043,010.76	28,875,140.14	29,172,787.44	297,647.00
State Sources:				
Other State Sources	310,000.00	310,000.00	310,110.00	110.00
Total State Sources	310,000.00	310,000.00	310,110.00	110.00
Local Sources:				
Food Service	6,438,900.00	6,438,900.00	5,492,501.18	(946,398.82)
Interest Income	10,000.00	10,000.00	654,832.47	644,832.47
Other Local Sources	75,000.00	77,023.63	182,115.54	105,091.91
Total Local Sources	6,523,900.00	6,525,923.63	6,329,449.19	(196,474.44)
Total Revenues	33,876,910.76	35,711,063.77	35,812,346.63	101,282.56
EXPENDITURES				
Current:				
Food Services	32,949,457.02	35,141,889.67	33,667,321.75	1,474,567.92
Capital Outlay:				
Other Capital Outlay	726,709.00	413,255.00	309,026.06	104,228.94
Total Expenditures	33,676,166.02	35,555,144.67	33,976,347.81	1,578,796.86
Net Change in Fund Balance	200,744.74	155,919.10	1,835,998.82	1,680,079.42
Fund Balance, Beginning	12,771,125.00	12,771,125.27	12,771,125.27	-
Fund Balance, Ending	$ 12,971,869.74	$ 12,927,044.37	$ 14,607,124.09	$ 1,680,079.42

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE - FEDERAL CONTRACTED PROGRAMS FUND
For the Fiscal Year Ended June 30, 2023

	Federal Contracted Programs Fund			
	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual Amounts	(Negative)
REVENUES				
Federal Direct Sources:				
Other Federal Direct Sources	$ -	$ 1,973,024.50	$ 1,974,941.93	$ 1,917.43
Miscellaneous Federal Direct Sources	89,711.00	832,064.00	709,678.67	(122,385.33)
Total Federal Direct Sources	89,711.00	2,805,088.50	2,684,620.60	(120,467.90)
Federal Through State and Local Sources:				
Career and Technical Education	-	916,434.00	900,487.11	(15,946.89)
Adult General Education	-	558,328.00	651,102.08	92,774.08
English Literacy and Civics Education	-	205,193.00	200,853.54	(4,339.46)
Adult Migrant Education	-	307,415.00	302,936.65	(4,478.35)
Teacher/Principal Training and Recruiting	-	2,511,020.31	1,882,018.91	(629,001.40)
Individuals with Disabilities	12,205,278.00	17,371,169.37	11,470,474.75	(5,900,694.62)
Elementary and Secondary Education	12,986,966.00	18,861,892.36	16,247,208.37	(2,614,683.99)
Language Instruction Title III	-	1,576,455.05	1,440,657.63	(135,797.42)
Twenty-First Century Schools	-	1,359,450.00	810,769.48	(548,680.52)
Miscellaneous Federal Through State and Local Sources	-	157,200.00	157,280.05	80.05
Total Federal Through State and Local Sources	25,192,244.00	43,824,557.09	34,063,788.57	(9,760,768.52)
Total Revenues	25,281,955.00	46,629,645.59	36,748,409.17	(9,881,236.42)
EXPENDITURES				
Current:				
Instruction	18,582,621.97	25,995,704.92	20,072,922.28	5,922,782.64
Student Support Services	759,768.63	2,944,981.37	2,375,551.55	569,429.82
Instruction and Curriculum Development:	1,679,147.61	9,045,115.01	7,301,457.24	1,743,657.77
Instructional Staff Training Services	3,674,107.84	6,345,927.56	5,279,271.53	1,066,656.03
Instruction Related Technology	1,577.68	77,255.34	74,633.16	2,622.18
General Administration	544,153.88	1,614,108.21	1,244,808.24	369,299.97
School Administration	-	54,866.13	54,841.94	24.19
Fiscal Services	-	79,948.92	73,423.08	6,525.84
Central Services	-	104,204.68	7,516.63	96,688.05
Student Transportation Services	40,577.39	128,718.26	158,606.91	(29,888.65)
Capital Outlay:				
Other Capital Outlay	-	238,815.19	105,376.61	133,438.58
Total Expenditures	25,281,955.00	46,629,645.59	36,748,409.17	9,881,236.42
Net Change in Fund Balance	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	$ -	$ -	$ -	$ -

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Debt Service Funds

The Debt Service Funds are used to account for the payment of principal and interest on long-term debt.

Major Debt Service Funds

Other Debt Service Fund - To account for and report on the payment of principal, interest, and related costs on the sales tax bond issues, certificates of participation issues, and other debt issues.

Nonmajor Debt Service Funds

ARRA Economic Stimulus Fund - To account for the accumulation of resources for and the payment of sinking fund interest and related costs on the Certificates of Participation, Series 2010A Qualified School Construction Bonds.

State Board of Education Bonds Fund - To account for and report on the payment of principal, interest, and related costs on the school bonds issued by the State Board of Education on behalf of the District. These bonds are payable from the District's portion of the State-assessed motor vehicle license tax.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
DEBT SERVICE - OTHER DEBT SERVICE FUND
For the Fiscal Year Ended June 30, 2023

	Other Debt Service Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Local Sources:				
Interest Income	$ -	$ 4,364.25	$ 4,364.25	$ -
Total Local Sources	-	4,364.25	4,364.25	-
Total Revenues	-	4,364.25	4,364.25	- -
EXPENDITURES				
Debt Service:				
Principal	20,066,083.00	17,115,000.00	17,115,000.00	-
Interest and Fiscal Charges	10,830,191.00	9,308,959.85	9,281,986.92	26,973.00
Total Expenditures	30,896,274.00	26,423,959.85	26,396,986.92	26,973.00
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,896,274.00)	26,428,324.10	(26,392,622.67)	26,973.00
OTHER FINANCING SOURCES				
Transfers In	30,896,274.00	26,419,595.60	26,419,595.60	-
Total Other Financing Sources	30,896,274.00	26,419,595.60	26,419,595.60	-
Net Change in Fund Balance	-	52,847,919.70	26,972.93	26,973.00
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	$ -	$ 52,847,919.70	$ 26,972.93	$ 26,973.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
DEBT SERVICE - ARRA ECONOMIC STIMULUS FUND
For the Fiscal Year Ended June 30, 2023

	ARRA Economic Stimulus Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Federal Direct Sources:				
Miscellaneous Federal Direct	$ 1,005,960.00	$ 1,005,960.00	$ 953,373.59	$ (52,586.00)
Total Federal Direct Sources	1,005,960.00	1,005,960.00	953,373.59	(52,586.00)
Local Sources:				
Interest Income	220,000.00	376,012.20	376,012.20	-
Total Local Sources	220,000.00	376,012.20	376,012.20	-
Total Revenues	1,225,960.00	1,381,972.20	1,329,385.79	(52,586.00)
EXPENDITURES				
Debt Service:				
Principal	596,244.00	596,243.94	-	596,244.00
Interest and Fiscal Charges	1,007,885.00	1,008,270.00	1,008,270.00	-
Total Expenditures	1,604,129.00	1,604,513.94	1,008,270.00	596,244.00
Excess (Deficiency) of Revenues Over (Under) Expenditures	(378,169.00)	(222,541.74)	321,115.79	543,658.00
OTHER FINANCING SOURCES				
Transfers In	598,169.00	598,553.94	598,553.94	-
Total Other Financing Sources	598,169.00	598,553.94	598,553.94	-
Net Change in Fund Balance	220,000.00	376,012.20	919,669.73	543,658.00
Fund Balance, Beginning	11,844,702.00	11,844,702.00	11,844,702.38	-
Fund Balance, Ending	$ 12,064,702.00	$ 12,220,714.20	$ 12,764,372.11	$ 543,658.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
DEBT SERVICE - STATE BOARD OF EDUCATION BONDS FUND
For the Fiscal Year Ended June 30, 2023

	State Board of Education Bonds Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
State Sources:				
CO&DS Withheld for SBE/COBI Bond	$ 415,740.00	$ 415,740.00	$ 410,180.91	$ (5,559.09)
Other State Sources	-	-	-	-
Total State Sources	415,740.00	415,740.00	410,180.91	(5,559.09)
Total Revenues	415,740.00	415,740.00	410,180.91	(5,559.09)
EXPENDITURES				
Debt Service:				
Principal	326,000.00	326,000.00	326,000.00	-
Interest and Fiscal Charges	89,740.00	89,740.00	89,025.02	714.98
Total Expenditures	415,740.00	415,740.00	415,025.02	714.98
Net Change in Fund Balance	-	-	(4,844.11)	(4,844.00)
Fund Balance, Beginning	44,567.00	44,567.00	44,567.15	-
Fund Balance, Ending	$ 44,567.00	$ 44,567.00	$ 39,723.04	$ (4,844.00)

Capital Projects Funds

The Capital Projects Funds are used to account for the financing and acquisition or construction of major capital facilities, such as new school buildings, additions to existing buildings, or major renovation projects. Specific funding sources included herein are:

Major Capital Projects Funds

Section 1011.71(2), F.S., Local Capital Improvement Tax Fund - To account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, and debt service payments on revenue anticipation notes and certificates of participation.

Other Capital Projects Fund - To account for and report on funds received from various sources designated for construction remodeling and renovation, expansion of schools and ancillary facilities, and maintenance of schools. Those various sources include sales tax funds collected through a voter approved sales tax referendum; funds received through the issuance of certificates of participation; impact fees levied by the county and city which are transferred to the District through an interlocal agreement; and local capital improvement funds not required to be accounted for separately.

Nonmajor Capital Projects Funds

Public Education Capital Outlay Fund - To account for and report on funds received from the State for the construction and maintenance of schools.

Capital Outlay & Debt Service Fund - To account for and report on the excess dollars received through the State's Capital Outlay & Debt Service program used for construction and maintenance of schools.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CAPITAL PROJECTS - SECTION 1011.71(2), F.S., LOCAL CAPITAL IMPROVEMENT TAX FUND
For the Fiscal Year Ended June 30, 2023

	Section 1011.71(2), F.S., Local Capital Improvement Tax Fund			
	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual Amounts	(Negative)
REVENUES				
Local Sources:				
Ad Valorem Taxes	$ 86,353,895.00	$ 86,830,455.08	$ 86,830,455.08	$ -
Other Local Sources	-	53,064.82	53,064.82	-
Total Local Sources	86,353,895.00	86,883,519.90	86,883,519.90	-
Total Revenues	86,353,895.00	86,883,519.90	86,883,519.90	-
EXPENDITURES				
Current:				
Facilities Services	43,586,165.00	38,696,427.80	26,137,984.08	12,558,443.72
Capital Outlay:				
Facilities Acquisition and Construction	26,925,143.00	3,105,159.81	2,912,869.62	192,290.19
Other Capital Outlay	6,189,572.00	6,686,876.77	5,350,954.95	1,335,921.82
Debt Service:				
Principal	417,488.00	754,447.51	421,518.07	332,929.44
Interest and Fiscal Charges	11,170.00	12,249.57	12,249.57	-
Total Debt Service	428,658.00	766,697.08	433,767.64	332,929.44
Total Expenditures	77,129,538.00	49,255,161.46	34,835,576.29	14,419,585.17
Excess (Deficiency) of Revenues Over (Under) Expenditures	9,224,357.00	37,628,358.44	52,047,943.61	(14,419,585.17)
OTHER FINANCING USES				
Inception of Lease Assets	171,862.00	265,327.35	265,327.35	-
Transfers Out	(34,314,305.00)	(27,673,000.11)	(27,005,900.91)	(667,099.20)
Total Other Financing Uses	(34,142,443.00)	(27,407,672.76)	(26,740,573.56)	(667,099.20)
Net Change in Fund Balance	(24,918,086.00)	10,220,685.68	25,307,370.05	15,086,684.37
Fund Balance, Beginning	32,425,659.00	32,425,658.62	32,425,658.62	-
Fund Balance, Ending	$ 7,507,573.00	$ 42,646,344.30	$ 57,733,028.67	$ 15,086,684.37

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CAPITAL PROJECTS - OTHER CAPITAL PROJECTS FUND
For the Fiscal Year Ended June 30, 2023

	Other Capital Projects Fund			
	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual Amounts	(Negative)
REVENUES				
State Sources:				
Charter School Capital Outlay	$ 3,868,382.00	$ 4,485,828.00	$ 4,485,828.00	$ -
Other State Sources	1,215,764.00	1,281,073.87	573,744.30	(707,329.57)
Total State Sources	5,084,146.00	5,766,901.87	5,059,572.30	(707,329.57)
Local Sources:				
Sales Taxes	46,935,684.00	49,701,086.36	49,701,086.36	-
Interest Income	20,000.00	2,512,345.91	2,536,950.84	24,604.93
Impact Fees	31,150,906.00	37,442,454.61	37,442,454.61	-
Other Local Sources	79,875.00	44,392.95	44,392.95	-
Total Local Sources	78,186,465.00	89,700,279.83	89,724,884.76	24,604.93
Total Revenues	83,270,611.00	95,467,181.70	94,784,457.06	(682,724.64)
EXPENDITURES				
Current:				
Facilities Services	13,284,580.00	10,241,720.38	10,197,760.74	43,959.64
Capital Outlay:				
Facilities Acquisition and Construction	266,612,161.87	60,243,263.77	58,546,422.06	1,696,841.71
Charter School Capital Outlay Sales Tax	4,479,006.00	4,038,858.93	2,866,725.82	1,172,133.11
Other Capital Outlay	230,167.00	208,237.05	208,237.05	-
Debt Service:				
Principal	1,186,510.00	1,186,510.01	1,186,510.01	-
Interest and Fiscal Charges	61,785.00	61,784.69	61,784.69	-
Total Debt Service	1,248,295.00	1,248,294.70	1,248,294.70	-
Total Expenditures	285,854,209.87	75,980,374.83	73,067,440.37	2,912,934.11
Excess (Deficiency) of Revenues Over (Under) Expenditures	(202,583,598.87)	19,486,806.87	21,717,016.69	2,230,209.47
OTHER FINANCING SOURCES (USES)				
Certificates of Participation Issued	130,000,000.00	151,730,000.00	151,730,000.00	-
Premium on Certificates of Participation	-	24,482,011.35	24,482,011.35	-
Transfers In	-	882,388.63	882,388.63	-
Transfers Out	(16,444,404.00)	(18,322,600.65)	(18,210,524.34)	112,076.31
Total Other Financing Sources	113,555,596.00	158,771,799.33	158,883,875.64	112,076.00
Net Change in Fund Balance	(89,028,002.87)	178,258,606.20	180,600,892.33	2,342,286.13
Fund Balance, Beginning	92,293,909.00	92,293,909.05	92,293,909.05	-
Fund Balance, Ending	$ 3,265,906.13	$270,552,515.25	$272,894,801.38	$ 2,342,286.13

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CAPITAL PROJECTS - PUBLIC EDUCATION CAPITAL OUTLAY FUND
For the Fiscal Year Ended June 30, 2023

	Public Education Capital Outlay Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
State Sources:				
Public Education Capital Outlay	$ 1,880,296.00	$ 1,880,296.00	$ 109,510.98	$ (1,770,785.02)
Total State Sources	1,880,296.00	1,880,296.00	109,510.98	(1,770,785.02)
Total Revenues	1,880,296.00	1,880,296.00	109,510.98	(1,770,785.02)
EXPENDITURES				
Capital Outlay:				
Facilities Acquisition and Construction	1,880,296.00	109,510.98	109,510.98	-
Total Expenditures	1,880,296.00	109,510.98	109,510.98	-
Net Change in Fund Balance	-	1,770,785.02	-	(1,770,785.02)
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	$ -	$ 1,770,785.02	$ -	$ (1,770,785.02)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CAPITAL PROJECTS - CAPITAL OUTLAY & DEBT SERVICE FUND
For the Fiscal Year Ended June 30, 2023

	Capital Outlay & Debt Service Fund			
	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
State Sources:				
CO&DS Distribution	$ 1,442,884.00	$ 1,567,894.86	$ 1,567,894.86	$ -
Other State Sources	30,699.00	34,386.02	34,386.02	-
Total State Sources	1,473,583.00	1,602,281.00	1,602,280.88	-
Total Revenues	1,473,583.00	1,602,281.00	1,602,280.88	-
EXPENDITURES				
Capital Outlay:				
Facilities Acquisition & Construction	2,000,000.00	2,123,302.47	2,123,302.47	-
Debt Service:				
Interest and Fiscal Charges	-	2,432.16	2,432.16	-
Total Expenditures	2,000,000.00	2,125,734.63	2,125,734.63	-
Net Change in Fund Balance	(526,417.00)	(523,453.63)	(523,453.75)	-
Fund Balance, Beginning	526,417.00	526,416.51	526,416.51	-
Fund Balance, Ending	$ -	$ 2,962.88	$ 2,962.76	$ -



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Internal Service Funds

Internal Service Funds are nonmajor proprietary funds reported as governmental activities. They are used to account for the self-insurance activities of the school district. The following funds are included in the Internal Service Funds:

Self Insurance - Health and Life - To account for and report on funds received for and used to pay for healthcare and life insurance claims under the District's self-insured health and life program.

Self Insurance - Casualty, Liability, and Workers' Compensation - To account for and report on funds received for and used to pay for claims under the District's self-insured property, casualty, liability, and workers' compensation program.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PROPRIETARY FUNDS - ALL INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
June 30, 2023
(With Comparative Totals for June 30, 2022)

	Governmental Activities			
	Proprietary Funds - Internal Service Funds			
	Self-Insurance		Totals	
	Health and Life	Casualty, Liability, and Workers' Compensation	2023	2022
ASSETS				
Current Assets:				
Cash and Cash Equivalents	$ 21,478,899.80	$ 9,308,629.29	$ 30,787,529.09	$ 24,452,896.00
Accounts Receivable	10,563.65	-	10,563.65	6,216.00
Total Assets	21,489,463.45	9,308,629.29	30,798,092.74	24,459,112.00
LIABILITIES				
Current Liabilities:				
Accounts Payable	255,123.73	21,803.06	276,926.79	16,804.00
Claims Payable	-	-	-	696,282.00
Estimated Insurance Claims Payable	8,364,000.00	-	8,364,000.00	6,152,000.00
Total Current Liabilities	8,619,123.73	21,803.06	8,640,926.79	6,865,086.00
Long-Term Liabilities:				
Estimated Insurance Claims Payable	-	7,721,781.00	7,721,781.00	6,883,286.00
Total Liabilities	8,619,123.73	7,743,584.06	16,362,707.79	13,748,372.00
NET POSITION				
Unrestricted	$ 12,870,339.72	$ 1,565,045.23	$ 14,435,384.95	$ 10,710,740.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PROPRIETARY FUNDS - ALL INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
For the Fiscal Year Ended June 30, 2023
(With Comparative Totals for the Fiscal Year Ended June 30, 2022)

	Governmental Activities			
	Proprietary Funds - Internal Service Funds			
	Self-Insurance		Totals	
	Health and Life	Casualty, Liability, and Workers' Compensation	2023	2022
OPERATING REVENUES				
Premium Revenues	$ 46,155,805.57	$ 3,036,424.33	$ 49,192,229.90	$ 51,939,674.00
Total Operating Revenues	46,155,805.57	3,036,424.33	49,192,229.90	51,939,674.00
OPERATING EXPENSES				
Salaries	650,503.87	170,564.34	821,068.21	791,956.00
Employee Benefits	175,349.75	79,879.20	255,228.95	268,501.00
Purchased Services	2,792,264.98	-	2,792,264.98	2,489,827.00
Materials & Supplies	2,391.97	-	2,391.97	2,436.00
Insurance Claims	59,909,554.03	3,200,717.43	63,110,271.46	56,175,129.00
Insurance Premiums	279,357.90	-	279,357.90	383,023.00
Other Expenses	20,601.11	286,399.81	307,000.92	319,209.00
Total Operating Expenses	63,830,023.61	3,737,560.78	67,567,584.39	60,430,081.00
Operating Loss	(17,674,218.04)	(701,136.45)	(18,375,354.49)	(8,490,407.00)
OTHER FINANCING SOURCES				
Transfers In	22,100,000.00	-	22,100,000.00	5,500,000.00
Total Other Financing Sources	22,100,000.00	-	22,100,000.00	5,500,000.00
Change in Net Position	4,425,781.96	(701,136.45)	3,724,645.51	(2,990,407.00)
Total Net Position, Beginning	8,444,557.76	2,266,181.68	10,710,739.44	13,701,147.00
Total Net Position, Ending	$ 12,870,339.72	$ 1,565,045.23	$ 14,435,384.95	$ 10,710,740.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PROPRIETARY FUNDS - ALL INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2023
(With Comparative Totals for the Fiscal Year Ended June 30, 2022)

	Governmental Activities			
	Proprietary Funds - Internal Service Funds			
	Self-Insurance		Totals	
	Health and Life	Casualty, Liability, and Workers' Compensation	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Premiums	$ 46,151,457.43	$ 3,036,424.33	$ 49,187,881.76	$ 51,936,996.00
Cash Payments to Suppliers for Goods and Services	(3,490,939.13)	4,998.71	(3,485,940.42)	(5,754,582.00)
Cash Payments to Employees for Services	(570,729.89)	(250,443.54)	(821,173.43)	(1,060,457.00)
Cash Payments for Insurance Claims	(57,697,554.03)	(2,362,222.43)	(60,059,776.46)	(53,108,690.00)
Cash Payments for Premiums and Other Fees	(299,959.01)	(286,399.81)	(586,358.82)	(702,232.00)
Net Cash Provided (Used) by Operating Activities	(15,907,724.63)	142,357.26	(15,765,367.37)	(8,688,965.00)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from Other Funds	22,100,000.00	-	22,100,000.00	5,500,000.00
Net Cash Provided by Noncapital Financing Activities	22,100,000.00	-	22,100,000.00	5,500,000.00
Net Change in Cash	6,192,275.37	142,357.26	6,334,632.63	(3,188,965.00)
Cash and Cash Equivalents, Beginning	15,286,624.43	9,166,272.03	24,452,896.46	27,641,861.00
Cash and Cash Equivalents, Ending	$ 21,478,899.80	$ 9,308,629.29	$ 30,787,529.09	$ 24,452,896.00
Reconciliation of Operating Loss to Net Cash Used by Operating Activities:				
Operating Loss	(17,674,218.04)	(701,136.45)	(18,375,354.49)	(8,490,407.00)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Changes in Assets and Liabilities:				
Increase in Accounts Receivable	(4,348.14)	-	(4,348.14)	(2,678.00)
Increase in Accounts Payable	255,123.73	4,998.71	260,122.44	16,804.00
Decrease in Claims Payable	(696,282.18)	-	(696,282.18)	(3,279,123.00)
Increase in Estimated Insurance Claims Payable	2,212,000.00	838,495.00	3,050,495.00	3,066,439.00
Total Adjustments	1,766,493.41	843,493.71	2,609,987.12	(198,558.00)
Net Cash Provided (Used) by Operating Activities	$ (15,907,724.63)	$ 142,357.26	$ (15,765,367.37)	$ (8,688,965.00)

Fiduciary Funds

Fiduciary Funds are used to account for assets held by the District on behalf of outside related organizations or on behalf of other funds within the District.

The Private-Purpose Trust Fund serves to account for financial aid trust fund fees and other moneys for which principal and income benefit individuals or private organizations. They include:

The Donations Trust Fund accounts for employee and public donations held by the District to be used to assist homeless students enrolled in Manatee County schools.

The Financial Aid Fee Trust Fund accounts for the collection of financial aid fees at Manatee Technical Institute. These fees provide scholarships for students meeting the criteria for the award.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
June 30, 2023

	Total Private-Purpose Trust Funds	Donations Trust Fund	Financial Aid Fee Trust Fund
ASSETS			
Cash and Cash Equivalents	$ 1,072,700.87	$ 266,164.57	$ 806,536.30
Accounts Receivable	320.06	-	320.06
Due from Other Agencies	51,167.23	-	51,167.23
Total Assets	1,124,188.16	266,164.57	858,023.59
LIABILITIES			
Accounts Payable	2,527.86	2,527.86	-
Total Liabilities	2,527.86	2,527.86	-
NET POSITION			
Restricted for Scholarships and Other Purposes	$ 1,121,660.30	$ 263,636.71	$ 858,023.59

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Fiscal Year Ended June 30, 2023

	Total Private-Purpose Trust Funds	Donations Trust Fund	Financial Aid Fee Trust Fund
Additions:			
Contributions:			
Financial Aid Fees	$ 217,823.31	$ 217,823.31	$ -
Miscellaneous	609,271.10	337,537.03	271,734.07
Total Additions	827,094.41	555,360.34	271,734.07
Deductions:			
Materials and Supplies	37,702.02	37,702.02	-
Miscellaneous	612,888.40	491,659.39	121,229.01
Total Deductions	650,590.42	529,361.41	121,229.01
Changes in Net Position	176,503.99	25,998.93	150,505.06
Net Position July 1, 2022	945,156.31	237,637.78	707,518.53
Net Position, June 30, 2023	$ 1,121,660.30	$ 263,636.71	$ 858,023.59



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Discretely Presented Component Units

The component units' columns in the basic financial statements, pages 21 through 23, include the financial data of the District's discretely presented component units.

Nonmajor Discretely Presented Component Units

Manatee School of Arts and Sciences, Inc.; Renaissance Arts and Education, Inc., d/b/a Manatee School for the Arts; The Lee Foundation, Inc, d/b/a Manatee Charter School; Oasis Middle School, Inc.; Palmetto Charter School, Inc.; Team Success A School of Excellence, Inc.; Visible Men Academy, Inc.; William Monroe Rowlett Academy for Arts & Communication, Inc.; William Monroe Rowlett Middle Academy for Leadership, Arts & Communication, Inc.; and Parrish Charter Academy, Inc. are charter schools and separate not-for-profit corporations organized pursuant to Chapter 617, F.S., the Florida Not For Profit Corporation Act, and Section 1002.33, F.S.. Imagine – Manatee County, LLC, d/b/a Imagine Charter School at North Manatee and Imagine - East Manatee County, LLC, d/b/a Imagine School at Lakewood Ranch are organized as a limited liability corporations pursuant to Chapter 608, F.S., the Florida Limited Liability Company Act, and Section 1002.23, F.S. The charter schools operate under charters approved by their sponsor, the Manatee County District School Board. The charter schools are considered to be component units of the District because the District is financially accountable for the charter schools as the District established the charter schools by approval of the charter, which is tantamount to the initial appointment of the charter schools, and there is the potential for the charter schools to provide specific financial burdens on the District. In addition, pursuant to the Florida Constitution, the charter schools are public schools, and the District is responsible for the operation, control, and supervision of public schools within the District.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
COMPONENT UNITS
June 30, 2023

	Imagine School at Lakewood Ranch	Imagine Charter School at North Manatee	Lakewood Ranch Preparatory Academy	Manatee Charter School	Manatee School for the Arts	Manatee School of Arts and Sciences, Inc.
ASSETS						
Cash and Cash Equivalents	$ 615,472.00	$ 1,963,432.00	$ 595,311.00	$ 619,844.00	$ 7,435,994.00	$ 286,663.00
Investments	-	-	-	-	-	-
Accounts Receivable	-	2,447.00	-	7,604.00	-	8,700.00
Due from Related Parties	-	-	-	-	-	-
Due from Other Agencies	38,489.00	-	-	177,982.00	1,443,474.00	22,830.00
Deposits Receivable	-	-	12,280.00	5,485.00	321,972.00	-
Prepaid Items	77,775.00	71,941.00	422,773.00	70,577.00	-	17,013.00
Restricted Investments	-	-	-	-	-	-
Capital Assets (net of accumulated Depreciation):			-			
Land	-	1,380,613.00	-	-	5,837,631.00	250,252.00
Construction in Progress	-	4,806,957.00	-	-	-	-
Improvements Other Than Building	619,440.00	170,458.00	23,581.00	837,868.00	-	-
Buildings and Fixed Equipment	-	8,414,547.00	-	-	13,298,886.00	759,279.00
Furniture, Fixtures, and Equipment	78,077.00	157,045.00	537,173.00	145,394.00	1,801,634.00	95,022.00
Motor Vehicles	181,125.00	589,177.00	-	-	1,457,148.00	-
Lease Assets and SBITA	10,943,328.00	-	18,705,938.00	9,402,477.00	-	8,407.00
Computer Hardware and Software	-	85,764.00	505,974.00	253,075.00	-	-
Total Assets	12,553,706.00	17,642,381.00	20,803,030.00	11,520,306.00	31,596,739.00	1,448,166.00
DEFERRED OUTFLOWS OF RESOURCES						
Deferred charges on refunding	-	-	-	-	-	-
Pensions	-	-	-	-	-	-
Total Deferred Outflows of Resources	-	-	-	-	-	-
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 12,553,706.00	$ 17,642,381.00	$ 20,803,030.00	$ 11,520,306.00	$ 31,596,739.00	$ 1,448,166.00
LIABILITIES						
Salaries and Wages Payable	216,046.00	397,216.00	251,597.00	244,617.00	223,350.00	151,124.00
Accounts Payable	27,761.00	150,584.00	75,868.00	548,805.00	4,206,618.00	8,758.00
Due to Related Parties	408,423.00	319,962.00	199,092.00	224.00	-	-
Accrued Interest Payable	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-
Long-Term Liabilities:						
Portion Due or Payable Within One Year:						
Notes Payable	233,385.00	162,357.00	-	-	-	60,074.00
Leases Payable	399,665.00	-	195,000.00	360,000.00	-	2,559.00
Bonds Payable	-	210,000.00	-	-	141,750.00	-
Compensated Absences Payable	-	-	31,944.00	23,692.00	-	-
Other Long Term Liabilities						
Portion Due or Payable After One Year:						
Notes Payable	113,267.00	485,431.00	-	-	-	20,439.00
Leases Payable	10,188,802.00	-	19,953,460.00	10,926,969.00	-	6,740.00
Bonds Payable	-	16,206,294.00	-	-	17,125,074.00	-
Net Pension Liability	-	-	-	-	-	-
Compensated Absences Payable	-	-	10,648.00	7,897.00	-	-
Total Liabilities	11,587,349.00	17,931,844.00	20,717,609.00	12,112,204.00	21,696,792.00	249,694.00
DEFERRED INFLOWS OF RESOURCES						
Pensions	-	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-	-
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	11,587,349.00	17,931,844.00	20,717,609.00	12,112,204.00	21,696,792.00	249,694.00
NET POSITION						
Net Investment in Capital Assets	1,078,084.00	(1,506,741.00)	(375,794.00)	(648,155.00)	5,128,475.00	1,023,148.00
Restricted for:						
Debt Service	-	966,502.00	-	-	-	-
Capital Projects	-	38,339.00	-	-	-	62,797.00
Other Purposes	-	-	63,648.00	4,690.00	1,271,845.00	-
Unrestricted	(111,727.00)	212,437.00	397,567.00	51,567.00	3,499,627.00	112,527.00
Total Net Position	966,357.00	(289,463.00)	85,421.00	(591,898.00)	9,899,947.00	1,198,472.00
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 12,553,706.00	$ 17,642,381.00	$ 20,803,030.00	$ 11,520,306.00	$ 31,596,739.00	$ 1,448,166.00

Oasis Middle School, Inc.	Palmetto Charter School, Inc.	Parrish Charter Academy, Inc.	Team Success A School of Excellence, Inc.	Visible Men Academy, Inc	William Monroe Rowlett Academy for Arts & Communication, Inc.	William Monroe Rowlett Middle Academy for Leadership, Arts & Communications, Inc.	Total Component Units
$ 193,397.00	$ 1,678,453.00	$ 1,596,144.00	$ 3,061,103.00	$ 285,848.00	$ 2,663,935.00	$ 1,059,564.00	$ 22,055,160.00
-	119,832.00	-	-	-	-	-	119,832.00
-	180,273.00	-	-	-	1,023,856.00	674,639.00	1,897,519.00
-	-	-	-	-	456,795.00	35,789.00	492,584.00
40,835.00	-	97,346.00	1,858,776.00	-	-	-	3,679,732.00
-	3,313.00	5,000.00	-	19,294.00	22,930.00	6,165.00	396,439.00
-	9,000.00	-	1,600.00	-	-	7,592.00	678,271.00
-	-	12,686,890.00	1,676,461.00	-	-	-	14,363,351.00
-	400,000.00	300,000.00	50,000.00	96,527.00	874,152.00	484,235.00	9,673,410.00
-	-	10,251,243.00	-	-	279,802.00	491,870.00	15,829,872.00
-	35,578.00	417,756.00	-	180,430.00	76,133.00	-	2,361,244.00
1,910,178.00	7,939,851.00	-	21,442,456.00	-	-	2,102,261.00	55,867,458.00
90,965.00	223,291.00	372,824.00	301,324.00	55,238.00	345,798.00	541,416.00	4,745,201.00
47,314.00	50,430.00	72,143.00	31,342.00	30,312.00	984,052.00	-	3,443,043.00
-	-	6,377,672.00	5,639,819.00	69,713.00	200,378.00	65,186.00	51,412,918.00
-	200,290.00	-	-	-	-	-	1,045,103.00
2,282,689.00	10,840,311.00	32,177,018.00	34,062,881.00	737,362.00	6,927,831.00	5,468,717.00	188,061,137.00
-	-	-	174,000.00	-	-	-	174,000.00
-	705,201.00	-	-	-	1,982,542.00	2,077,756.00	4,765,499.00
-	705,201.00	-	174,000.00	-	1,982,542.00	2,077,756.00	4,939,499.00
$ 2,282,689.00	$ 11,545,512.00	$ 32,177,018.00	$ 34,236,881.00	$ 737,362.00	$ 8,910,373.00	$ 7,546,473.00	$ 193,000,636.00
-	-	259,090.00	-	97,720.00	-	-	1,840,760.00
142,664.00	262,335.00	1,556,613.00	869,070.00	14,562.00	1,185,350.00	501,494.00	9,550,482.00
211,095.00	-	-	-	-	35,290.00	502,014.00	1,676,100.00
-	-	-	-	-	3,976.00	5,263.00	9,239.00
-	-	-	-	-	-	1,706.00	1,706.00
59,171.00	714,302.00	12,857.00	240,833.00	-	-	70,855.00	1,553,834.00
-	-	26,312.00	330,450.00	69,713.00	-	-	1,383,699.00
-	-	-	-	-	-	-	351,750.00
-	-	-	-	-	-	19,088.00	74,724.00
1,155,777.00	6,221,431.00	63,931.00	23,534,167.00	-	970,382.00	1,737,741.00	34,302,566.00
-	-	6,878,964.00	5,403,484.00	-	136,714.00	-	53,495,133.00
-	-	23,379,098.00	-	-	-	-	56,710,466.00
-	1,703,266.00	-	-	-	5,060,095.00	2,929,132.00	9,692,493.00
-	-	-	-	-	269,773.00	57,262.00	345,580.00
1,568,707.00	8,901,334.00	32,176,865.00	30,378,004.00	181,995.00	7,661,580.00	5,824,555.00	170,988,532.00
-	113,514.00	-	-	-	361,259.00	138,775.00	613,548.00
-	113,514.00	-	-	-	361,259.00	138,775.00	613,548.00
1,568,707.00	9,014,848.00	32,176,865.00	30,378,004.00	181,995.00	8,022,839.00	5,963,330.00	171,602,080.00
-							
833,509.00	1,913,707.00	(13,331,232.00)	(32,584.00)	362,507.00	1,597,915.00	1,811,186.00	(2,145,975.00)
-	-	-	1,102,250.00	-	-	-	2,068,752.00
-	-	-	574,211.00	-	-	-	675,347.00
-	-	11,948,660.00	-	-	751,908.00	367,924.00	14,408,675.00
(119,527.00)	616,957.00	1,382,725.00	2,215,000.00	192,860.00	(1,462,289.00)	(595,967.00)	6,391,757.00
713,982.00	2,530,664.00	153.00	3,858,877.00	555,367.00	887,534.00	1,583,143.00	21,398,556.00
$ 2,282,689.00	$ 11,545,512.00	$ 32,177,018.00	$ 34,236,881.00	$ 737,362.00	$ 8,910,373.00	$ 7,546,473.00	$ 193,000,636.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Component Units: Total Component Units
Charter Schools					
Governmental Activities:					
Instruction	$ 44,774,216.00	$ 80,386.00	$ 5,353,332.00	$ -	$ (39,340,498.00)
Student Support Services	3,179,699.00	-	660,962.00	-	(2,518,737.00)
Instructional Media Services	615,096.00	-	44,987.00	-	(570,109.00)
Instruction and Curriculum Development Services	519,897.00	-	3,492.00	-	(516,405.00)
Instructional Staff Training Services	502,579.00	-	4,149.00	-	(498,430.00)
Instruction-Related Technology	409,300.00	-	16,729.00	-	(392,571.00)
School Board	521,165.00	-	-	-	(521,165.00)
General Administration	1,729,965.00	-	-	-	(1,729,965.00)
School Administration	13,491,804.00	-	431,104.00	-	(13,060,700.00)
Facilities Services	1,485,760.00	-	383,774.00	-	(1,101,986.00)
Fiscal Services	2,340,526.00	-	16,660.00	-	(2,323,866.00)
Food Services	3,079,719.00	1,312,028.00	1,879,630.00	-	111,939.00
Central Services	447,259.00	-	3,250.00	-	(444,009.00)
Student Transportation Services	2,912,257.00	225,500.00	51,768.00	-	(2,634,989.00)
Operation of Plant	10,528,347.00	-	468,326.00	2,588,944.00	(7,471,077.00)
Maintenance of Plant	1,111,281.00	-	22,503.00	-	(1,088,778.00)
Administrative Technology	49,884.00	-	-	-	(49,884.00)
Community Services	1,893,818.00	1,862,575.00	393,743.00	-	362,500.00
Interest on Long-Term Debt	6,218,939.00	-	-	1,442,278.00	(4,776,661.00)
Unallocated Depreciation/Amortization*	1,810,581.00	-	-	-	(1,810,581.00)
Total Component Units	97,622,092.00	3,480,489.00	9,734,409.00	4,031,222.00	(80,375,972.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					86,789,972.00
Unrestricted Investment Earnings					22,762.00
Miscellaneous					1,099,364.00
Special Item					(3,058,270.00)
Total General Revenues and Special Item					84,853,828.00
Changes in Net Position					4,477,856.00
Net Position - Beginning					16,920,700.00
Net Position - Ending					$ 21,398,556.00

*This amount exceeds the depreciation and amortization that is included in the direct expense of the various funds.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Imagine - East Manatee County, LLC - d/b/a Imagine School at Lakewood Ranch

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Imagine School at Lakewood Ranch
Charter School					
Governmental Activities:					
Instruction	$ 2,477,986.00	$ 47,107.00	$ 167,923.00	$ -	$ (2,262,956.00)
Student Support Services	64,082.00	-	16,957.00	-	(47,125.00)
Instructional Media Services	10,351.00	-	-	-	(10,351.00)
Instruction and Curriculum Development Services	65,172.00	-	-	-	(65,172.00)
Instruction-Related Technology	20,068.00	-	484.00	-	(19,584.00)
School Board	57,801.00	-	-	-	(57,801.00)
General Administration	562,175.00	-	-	-	(562,175.00)
School Administration	906,871.00	-	-	-	(906,871.00)
Fiscal Services	23,389.00	-	-	-	(23,389.00)
Food Services	40,221.00	-	-	-	(40,221.00)
Central Services	860.00	-	-	-	(860.00)
Student Transportation Services	114,005.00	-	-	-	(114,005.00)
Operation of Plant	332,188.00	-	17,896.00	-	(314,292.00)
Maintenance of Plant	145,465.00	-	12,839.00	-	(132,626.00)
Community Services	174,005.00	115,818.00	-	-	(58,187.00)
Interest on Long-Term Debt	547,268.00	-	-	273,168.00	(274,100.00)
Unallocated Depreciation/Amortization	98,969.00	-	-	-	(98,969.00)
Total Charter School	5,640,876.00	162,925.00	216,099.00	273,168.00	(4,988,684.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					5,528,008.00
Total General Revenues					5,528,008.00
Changes in Net Position					539,324.00
Net Position - Beginning					427,033.00
Net Position - Ending					$ 966,357.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Imagine - Manatee County, LLC d/b/a Imagine Charter School at North Manatee

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Imagine Charter School at North Manatee
Charter School					
Governmental Activities:					
Instruction	$ 3,237,618.00	$ 33,279.00	$ 117,968.00	$ -	$ (3,086,371.00)
Student Support Services	61,638.00	-	32,407.00	-	(29,231.00)
Instructional Media Services	49,283.00	-	44,987.00	-	(4,296.00)
Instruction and Curriculum Development Services	150,244.00	-	3,492.00	-	(146,752.00)
Instructional Staff Training Services	25,992.00	-	-	-	(25,992.00)
Instruction-Related Technology	54,599.00	-	16,245.00	-	(38,354.00)
School Board	15,435.00	-	-	-	(15,435.00)
General Administration	840,120.00	-	-	-	(840,120.00)
School Administration	594,732.00	-	-	-	(594,732.00)
Fiscal Services	93,890.00	-	-	-	(93,890.00)
Food Services	144,100.00	-	-	-	(144,100.00)
Central Services	1,458.00	-	-	-	(1,458.00)
Student Transportation Services	313,298.00	-	-	-	(313,298.00)
Operation of Plant	347,760.00	-	2,183.00	-	(345,577.00)
Maintenance of Plant	249,789.00	-	9,664.00	-	(240,125.00)
Community Services	117,287.00	54,354.00	-	-	(62,933.00)
Interest on Long-Term Debt	756,766.00	-	-	343,174.00	(413,592.00)
Unallocated Depreciation/Amortization	328,033.00	-	-	-	(328,033.00)
Total Charter School	7,382,042.00	87,633.00	226,946.00	343,174.00	(6,724,289.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					6,863,210.00
Total General Revenues					6,863,210.00
Changes in Net Position					138,921.00
Net Position - Beginning					(428,384.00)
Net Position - Ending					$ (289,463.00)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Southwest Charter Foundation, Inc.- d/b/a Lakewood Ranch Preparatory Academy

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Manatee Charter School
Charter School					
Governmental Activities:					
Instruction	$4,130,110.00	$ -	$ 850,158.00	$ -	$ (3,279,952.00)
Student Support Services	378,613.00	-	-	-	(378,613.00)
Instructional Media Services	15,146.00	-	-	-	(15,146.00)
Instruction and Curriculum Development Services	12,493.00	-	-	-	(12,493.00)
Instructional Staff Training Services	6,112.00	-	-	-	(6,112.00)
Instruction-Related Technology	109,383.00	-	-	-	(109,383.00)
School Board	55,359.00	-	-	-	(55,359.00)
School Administration	745,636.00	-	-	-	(745,636.00)
Fiscal Services	12,874.00	-	-	-	(12,874.00)
Food Services	210,940.00	5,732.00	59,754.00	-	(145,454.00)
Central Services	135,982.00	-	-	-	(135,982.00)
Operation of Plant	2,462,712.00	-	-	208,613.00	(2,254,099.00)
Maintenance of Plant	148,851.00	-	-	-	(148,851.00)
Community Services	334,885.00	310,354.00	330,151.00	-	305,620.00
Interest on Long-Term Debt	196,573.00	-	-	194,057.00	(2,516.00)
Total Charter School	8,955,669.00	316,086.00	1,240,063.00	402,670.00	(6,996,850.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					7,081,585.00
Miscellaneous					686.00
Total General Revenues					7,082,271.00
Changes in Net Position					85,421.00
Net Position - Beginning					-
Net Position - Ending					$ 85,421.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

The Lee Foundation, Inc. - d/b/a Manatee Charter School

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Manatee Charter School
Charter School					
Governmental Activities:					
Instruction	$2,588,257.00	$ -	$ 1,268,026.00	$ -	$ (1,320,231.00)
Student Support Services	451,288.00	-	95,366.00	-	(355,922.00)
Instructional Staff Training Services	21,800.00	-	-	-	(21,800.00)
Instruction-Related Technology	108,917.00	-	-	-	(108,917.00)
School Board	24,834.00	-	-	-	(24,834.00)
School Administration	742,785.00	-	8,193.00	-	(734,592.00)
Fiscal Services	14,046.00	-	-	-	(14,046.00)
Food Services	286,381.00	24.00	286,381.00	-	24.00
Central Services	131,835.00	-	3,250.00	-	(128,585.00)
Operation of Plant	1,072,197.00	-	160,825.00	-	(911,372.00)
Maintenance of Plant	249,791.00	-	-	-	(249,791.00)
Community Services	71,501.00	16,485.00	40,589.00	-	(14,427.00)
Interest on Long-Term Debt	759,659.00	-	-	631,879.00	(127,780.00)
Total Charter School	6,523,291.00	16,509.00	1,862,630.00	631,879.00	(4,012,273.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					4,395,440.00
Unrestricted Investment Earnings					5,926.00
Miscellaneous					1,261.00
Total General Revenues					4,402,627.00
Changes in Net Position					390,354.00
Net Position - Beginning					(982,252.00)
Net Position - Ending					$ (591,898.00)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Renaissance Arts and Education, Inc. d/b/a Manatee School for the Arts

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Manatee School for the Arts
Charter School					
Governmental Activities:					
Instruction	$ 8,812,674.00	$ -	$ 1,579,914.00	$ -	$ (7,232,760.00)
Student Support Services	591,715.00	-	-	-	(591,715.00)
Instructional Media Services	26,159.00	-	-	-	(26,159.00)
Instructional Staff Training Services	13,659.00	-	4,149.00	-	(9,510.00)
Instruction-Related Technology	114,983.00	-	-	-	(114,983.00)
School Board	21,000.00	-	-	-	(21,000.00)
School Administration	2,273,320.00	-	-	-	(2,273,320.00)
Facilities Services	1,368,970.00	-	-	-	(1,368,970.00)
Fiscal Services	285,777.00	-	-	-	(285,777.00)
Food Services	621,309.00	347,532.00	546,346.00	-	272,569.00
Student Transportation Services	1,423,174.00	-	-	-	(1,423,174.00)
Operation of Plant	1,578,662.00	-	2,300.00	1,029,025.00	(547,337.00)
Maintenance of Plant	178,510.00	-	-	-	(178,510.00)
Community Services	336,294.00	352,060.00	-	-	15,766.00
Interest on Long-Term Debt	937,044.00	-	-	-	(937,044.00)
Unallocated Depreciation/Amortization	1,273,964.00	-	-	-	(1,273,964.00)
Total Charter School	19,857,214.00	699,592.00	2,132,709.00	1,029,025.00	(15,995,888.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					17,858,707.00
Special Item					(3,238,270.00)
Total General Revenues and Special Item					14,620,437.00
Changes in Net Position					(1,375,451.00)
Net Position - Ending					$ 9,899,947.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Manatee School of Arts and Sciences, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Manatee School of Arts and Sciences, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 844,285.00	$ -	$ -	$ -	$ (844,285.00)
Student Support Services	41,981.00	-	-	-	(41,981.00)
School Board	31,764.00	-	-	-	(31,764.00)
General Administration	34,074.00	-	-	-	(34,074.00)
School Administration	314,495.00	-	-	-	(314,495.00)
Operation of Plant	143,234.00	-	-	-	(143,234.00)
Maintenance of Plant	4,360.00	-	-	-	(4,360.00)
Community Services	14,797.00	-	14,239.00	-	(558.00)
Interest on Long-Term Debt	5,081.00	-	-	-	(5,081.00)
Total Charter School	1,434,071.00	-	14,239.00	-	(1,419,832.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					1,321,700.00
Unrestricted Investment Earnings					104.00
Miscellaneous					79,048.00
Total General Revenues					1,400,852.00
Changes in Net Position					(18,980.00)
Net Position - Beginning					1,217,452.00
Net Position - Ending					$ 1,198,472.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Oasis Middle School, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Oasis Middle School, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 432,361.00	$ -	$ 60,816.00	$ -	$ (371,545.00)
School Board	22,615.00	-	-	-	(22,615.00)
General Administration	16,211.00	-	-	-	(16,211.00)
School Administration	215,854.00	-	-	-	(215,854.00)
Facilities Services	20,382.00	-	-	-	(20,382.00)
Fiscal Services	23,652.00	-	-	-	(23,652.00)
Student Transportation Services	45,936.00	-	-	-	(45,936.00)
Operation of Plant	126,093.00	-	-	-	(126,093.00)
Interest on Long-Term Debt	61,540.00	-	-	-	(61,540.00)
Total Charter School	964,644.00	-	60,816.00	-	(903,828.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					558,028.00
Total General Revenues					558,028.00
Changes in Net Position					(345,800.00)
Net Position - Beginning					1,059,782.00
Net Position - Ending					$ 713,982.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Palmetto Charter School, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Palmetto Charter School, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 2,696,821.00	$ -	$ -	$ -	$ (2,696,821.00)
Instructional Staff Training Services	158,715.00	-	-	-	(158,715.00)
School Administration	824,973.00	-	-	-	(824,973.00)
Operation of Plant	240,129.00	-	-	225,193.00	(14,936.00)
Community Services	231,001.00	123,806.00	-	-	(107,195.00)
Interest on Long-Term Debt	248,889.00	-	-	-	(248,889.00)
Total Charter School	4,400,528.00	123,806.00	-	225,193.00	(4,051,529.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					5,033,754.00
Unrestricted Investment Earnings (Loss)					16,582.00
Total General Revenues					5,050,336.00
Changes in Net Position					998,807.00
Net Position - Beginning					1,531,857.00
Net Position - Ending					$ 2,530,664.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Parrish Charter Academy, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Parrish Charter Academy, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 2,394,215.00	$ -	$ 88,159.00	$ -	$ (2,306,056.00)
Instruction and Curriculum Development Services	291,988.00	-	-	-	(291,988.00)
School Board	65,481.00	-	-	-	(65,481.00)
General Administration	95,400.00	-	-	-	(95,400.00)
School Administration	534,291.00	-	-	-	(534,291.00)
Fiscal Services	887,225.00	-	-	-	(887,225.00)
Food Services	147,413.00	46,192.00	101,219.00	-	(2.00)
Central Services	64,275.00	-	-	-	(64,275.00)
Student Transportation Services	97,097.00	-	-	-	(97,097.00)
Operation of Plant	939,284.00	-	-	306,082.00	(633,202.00)
Administrative Technology Services	49,884.00	-	-	-	(49,884.00)
Community Services	84,136.00	375,178.00	-	-	291,042.00
Interest on Long-Term Debt	1,097,877.00	-	-	-	(1,097,877.00)
Total Charter School	6,748,566.00	421,370.00	189,378.00	306,082.00	(5,831,736.00)

General Revenues:	
Grants and Contributions Not Restricted to Specific Programs	5,822,475.00
Unrestricted Investment Earnings	150.00
Total General Revenues and Special Item	5,822,625.00
Changes in Net Position	(9,111.00)
Net Position - Beginning	9,264.00
Net Position - Ending	$ 153.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Team Success A School of Excellence, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Team Success A School of Excellence, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 5,735,050.00	$ -	$ 1,112,800.00	$ -	$ (4,622,250.00)
Student Support Services	586,145.00	-	474,092.00	-	(112,053.00)
School Board	175,226.00	-	-	-	(175,226.00)
General Administration	40,145.00	-	-	-	(40,145.00)
School Administration	4,661,749.00	-	422,911.00	-	(4,238,838.00)
Facilities Services	96,010.00	-	383,774.00	-	287,764.00
Fiscal Services	268,006.00	-	-	-	(268,006.00)
Food Services	885,930.00	-	885,930.00	-	-
Student Transportation Services	103,663.00	-	51,600.00	-	(52,063.00)
Operation of Plant	1,705,937.00	-	259,048.00	820,031.00	(626,858.00)
Interest on Long-Term Debt	1,459,141.00	-	-	-	(1,459,141.00)
Total Charter School	15,717,002.00	-	3,590,155.00	820,031.00	(11,306,816.00)

General Revenues:	
Grants and Contributions Not Restricted to Specific Programs	13,164,543.00
Total General Revenues	13,164,543.00
Changes in Net Position	1,857,727.00
Net Position - Beginning	2,001,150.00
Net Position - Ending	$ 3,858,877.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

Visible Men Academy, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Visible Men Academy, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 651,416.00	$ -	$ 107,568.00	$ -	$ (543,848.00)
Student Support Services	99,263.00	-	42,140.00	-	(57,123.00)
Instructional Staff Training Services	8,100.00	-	-	-	(8,100.00)
Instruction-Related Technology	1,350.00	-	-	-	(1,350.00)
School Board	51,650.00	-	-	-	(51,650.00)
General Administration	23,213.00	-	-	-	(23,213.00)
School Administration	369,430.00	-	-	-	(369,430.00)
Facilities Services	398.00	-	-	-	(398.00)
Fiscal Services	115,491.00	-	16,660.00	-	(98,831.00)
Food Services	6,979.00	-	-	-	(6,979.00)
Student Transportation Services	44,099.00	-	168.00	-	(43,931.00)
Operation of Plant	243,527.00	-	26,074.00	-	(217,453.00)
Maintenance of Plant	112.00	-	-	-	(112.00)
Community Services	255,701.00	-	8,764.00	-	(246,937.00)
Interest on Long-Term Debt	6,336.00	-	-	-	(6,336.00)
Unallocated Depreciation/Amortization	109,615.00	-	-	-	(109,615.00)
Total Charter School	1,986,680.00	-	201,374.00	-	(1,785,306.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					1,141,059.00
Total General Revenues					1,141,059.00
Changes in Net Position					(644,247.00)
Net Position - Beginning					1,199,614.00
Net Position - Ending					$ 555,367.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

William Monroe Rowlett Academy for Arts & Communication, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	William Rowlett Academy for Arts & Communication, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 6,321,670.00	$ -	$ -	$ -	$ (6,321,670.00)
Student Support Services	358,198.00	-	-	-	(358,198.00)
Instructional Media Services	194,301.00	-	-	-	(194,301.00)
Instructional Staff Training Services	234,510.00	-	-	-	(234,510.00)
General Administration	100,408.00	-	-	-	(100,408.00)
School Administration	595,657.00	-	-	-	(595,657.00)
Fiscal Services	379,688.00	-	-	-	(379,688.00)
Food Services	435,742.00	521,714.00	-	-	85,972.00
Central Services	65,355.00	-	-	-	(65,355.00)
Student Transportation Services	504,221.00	225,500.00	-	-	(278,721.00)
Operation of Plant	625,708.00	-	-	-	(625,708.00)
Maintenance of Plant	12,892.00	-	-	-	(12,892.00)
Community Services	188,958.00	348,154.00	-	-	159,196.00
Total Charter School	10,017,308.00	1,095,368.00	-	-	(8,921,940.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					9,926,842.00
Miscellaneous					1,014,323.00
Total General Revenues					10,941,165.00
Changes in Net Position					2,019,225.00
Net Position - Beginning					(1,131,691.00)
Net Position - Ending					$ 887,534.00

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES - COMPONENT UNITS
For the Fiscal Year Ended June 30, 2023

William Monroe Rowlett Middle Academy for Leadership, Arts & Communication, Inc.

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	William Rowlett Middle Academy for Leadership, Arts & Communication, Inc.
Charter School					
Governmental Activities:					
Instruction	$ 4,451,753.00	$ -	$ -	$ -	$ (4,451,753.00)
Student Support Services	546,776.00	-	-	-	(546,776.00)
Instructional Media Services	319,856.00	-	-	-	(319,856.00)
Instructional Staff Training Services	33,691.00	-	-	-	(33,691.00)
General Administration	18,219.00	-	-	-	(18,219.00)
School Administration	712,011.00	-	-	-	(712,011.00)
Fiscal Services	236,488.00	-	-	-	(236,488.00)
Food Services	300,704.00	390,834.00	-	-	90,130.00
Central Services	47,494.00	-	-	-	(47,494.00)
Student Transportation Services	266,764.00	-	-	-	(266,764.00)
Operation of Plant	710,916.00	-	-	-	(710,916.00)
Maintenance of Plant	121,511.00	-	-	-	(121,511.00)
Community Services	85,253.00	166,366.00	-	-	81,113.00
Interest on Long-Term Debt	142,765.00	-	-	-	(142,765.00)
Total Charter School	7,994,201.00	557,200.00	-	-	(7,437,001.00)
General Revenues:					
Grants and Contributions Not Restricted to Specific Programs					8,094,621.00
Miscellaneous					4,046.00
Transfers					180,000.00
Total General Revenues					8,278,667.00
Changes in Net Position					841,666.00
Net Position - Beginning					741,477.00
Net Position - Ending					$ 1,583,143.00



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STATISTICAL SECTION

This part of the School District of Manatee County, Florida's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplemental information says about the School Board's overall financial health.

Contents	Page
Financial Trends These schedules contain trend information to help the reader understand how the District's financial performance and well-being have changed over time.	140
Revenue Capacity These schedules contain information to help the reader assess the District's most significant local revenue source, the property tax.	155
Debt Capacity These schedules present information to help the reader assess the affordability of the District's current levels of outstanding debt and the District's ability to issue additional debt in the future. The District has no legal debt limit, and therefore, legal debt limit information is not reported in these schedules.	160
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the District's financial activities take place.	166
Operating Information These schedules contain service data to help the reader understand how the information in the District's financial report relates to the services the District provides and the activities it performs.	168

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended				
	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Governmental Activities:					
Net Investment in Capital Assets	$ 639,460,250	$ 644,883,556	$ 660,374,668	$ 538,676,767	$ 616,037,356
Restricted	29,316,956	41,177,665	46,436,593	205,478,056	157,776,020
Unrestricted	(21,195,798)	(152,113,137)	(137,002,536)	(145,961,707)	(153,582,134)
Total Primary Government Net Position	$ 647,581,408	$ 533,948,084	$ 569,808,725	$ 598,193,116	$ 620,231,242

Note: The District implemented the provisions of Governmental Accounting Standards Board (GASB) Statement 68 effective for fiscal year ended June 30, 2015. Fiscal years prior to 2015 have not been restated for implementation of GASB 68.

Note: The District implemented the provisions of Governmental Accounting Standards Board (GASB) Statement 75 effective for fiscal year ended June 30, 2018. Fiscal years prior to 2018 have not been restated for implementation of GASB 75.

Source: District Records

Fiscal Year Ended				
June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
$ 718,608,486	$ 739,261,921	$ 751,474,636	$ 794,572,362	$ 671,424,999.31
91,871,541	100,516,038	136,197,636	171,195,037	397,617,208.45
(157,757,820)	(206,601,571)	(232,734,144)	(201,301,530)	(175,632,130.15)
$ 652,722,207	$ 633,176,388	$ 654,938,128	$ 764,465,869	$ 893,410,077.61

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
EXPENSES, PROGRAM REVENUES, AND NET (EXPENSE)/REVENUE
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended			
	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Expenses:				
Governmental Activities:				
Instruction	$ 224,645,414	$ 242,559,984	$ 252,033,744	$ 261,700,571
Student Support Services	18,180,242	17,897,004	18,028,665	18,560,266
Instructional Media Services	3,519,549	4,167,346	3,905,835	3,956,593
Instruction and Curriculum Development Services	9,231,904	8,883,331	10,570,509	11,933,839
Instructional Staff Training Services	4,957,065	5,877,894	5,430,234	6,258,506
Instruction-Related Technology	186,190	592,642	46,919	1,356,836
School Board	1,244,180	1,052,935	817,629	1,014,501
General Administration	2,425,875	2,532,599	2,785,198	2,669,390
School Administration	20,488,409	22,225,141	23,274,561	24,981,310
Facilities Services	30,104,598	35,818,641	37,922,654	42,351,772
Fiscal Services	1,914,647	2,018,689	1,977,509	2,404,317
Food Services	22,715,726	23,945,709	25,710,911	25,991,762
Central Services	5,335,331	6,279,091	11,960,112	8,275,008
Student Transportation Services	12,718,714	12,471,794	12,495,737	13,865,576
Operation of Plant	28,774,914	28,032,655	28,634,346	29,565,984
Maintenance of Plant	8,594,159	9,069,078	8,888,260	9,896,369
Administrative Technology Services	4,743,166	4,977,450	6,022,660	6,617,813
Community Services	2,676,475	3,443,556	3,649,393	4,266,622
Unallocated Interest on Long-Term Debt	11,664,723	10,627,676	9,042,582	12,774,042
Unallocated Depreciation/Amortization	37,285	18,803	23,182	22,996
Total Governmental Activities	414,158,566	442,492,018	463,220,640	488,464,073
Program Revenues:				
Governmental Activities:				
Charges for Services				
Food Services	5,596,217	4,993,388	5,040,973	5,023,054
Other	6,477,087	8,020,290	8,809,491	10,090,426
Operating Grants and Contributions	18,649,998	19,851,990	21,630,789	21,799,044
Capital Grants and Contributions	1,793,458	1,849,548	1,857,788	1,908,702
Total Primary Government Program Revenues	32,516,760	34,715,216	37,339,041	38,821,226
Net (Expense)/Revenue				
Total Primary Government Net Expense	$ (381,641,806)	$ (407,776,802)	$ (425,881,599)	$ (449,642,847)

Source: District Records

Fiscal Year Ended					
June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
$ 258,445,015	$ 309,050,436	$ 343,838,480	$ 348,946,876	$ 335,539,870	$ 383,725,049.54
17,973,608	22,658,321	27,950,645	28,234,875	25,715,166	28,450,156.95
3,641,225	4,633,350	5,363,767	5,326,031	4,870,842	5,409,342.51
10,258,447	13,193,966	13,834,209	14,411,847	13,542,051	15,787,807.50
6,541,783	7,207,763	8,071,269	7,609,873	6,679,972	7,934,089.80
888,187	655,460	203,367	194,021	199,201	81,224.04
1,275,781	1,167,264	1,304,100	1,611,354	1,485,777	1,216,729.35
3,093,377	3,160,643	3,574,577	4,385,667	5,639,287	5,979,155.50
23,411,531	28,748,049	32,950,523	34,715,244	31,141,144	33,597,295.39
53,305,196	59,126,271	65,481,914	70,132,828	62,973,391	29,781,284.89
2,035,396	2,882,282	3,460,433	3,258,915	2,734,180	3,535,779.29
26,930,304	28,954,537	30,694,260	27,378,401	31,471,494	35,096,204.11
5,876,197	10,369,381	11,209,223	11,489,995	10,398,774	11,729,665.86
14,554,879	17,368,652	18,019,584	15,980,600	15,919,674	17,196,788.62
31,242,909	34,030,078	35,418,946	37,497,250	38,693,481	43,434,386.71
10,123,890	11,273,575	10,929,205	10,381,312	8,926,521	9,945,143.38
7,743,778	8,757,262	9,989,141	8,144,900	7,527,179	8,461,390.96
4,285,472	5,765,260	5,688,647	10,929,810	13,732,705	16,060,378.97
11,283,879	11,413,661	10,110,631	9,617,417	8,810,312	10,409,778.66
227,239	3,660	11,585	12,959	9,283	-
493,138,093	580,419,871	638,104,506	650,260,175	626,010,304	667,831,652.04
4,399,329	5,152,570	4,202,265	1,514,515	1,479,892	5,492,522.91
9,696,165	10,734,301	4,875,242	8,000,015	11,170,285	11,564,612.09
22,811,786	22,515,144	22,075,489	27,472,240	35,343,531	27,301,439.39
1,928,213	1,935,298	2,530,791	4,091,177	2,307,209	5,260,787.00
38,835,493	40,337,313	33,683,787	41,077,947	50,300,917	49,619,361.39
$ (454,302,600)	$ (540,082,558)	$ (604,420,719)	$ (609,182,228)	$ (575,709,387)	$ (618,212,290.65)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
GENERAL REVENUES AND TOTAL CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended			
	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Net (Expense)/Revenue				
Total Primary Government Net Expense	$ (381,641,806)	$ (407,776,802)	$ (425,881,599)	$ (449,642,847)
General Revenues and Other Changes in Net Position:				
Governmental Activities:				
Taxes:				
Property taxes, Levied for Operational Purposes[a]	151,957,182	158,614,689	170,841,398	172,944,705
Property Taxes, Levied for Capital Projects[a]	36,369,098	40,494,409	44,435,342	47,865,648
Local Sales Taxes	28,815,045	28,209,372	30,062,884	30,278,920
Grants and Contributions Not Restricted	203,720,310	210,197,838	210,821,583	215,726,629
Unrestricted Investment Earnings	77,687	354,605	706,695	1,834,486
Miscellaneous	4,189,884	5,404,855	4,486,941	9,376,850
Gain on Disposal of Capital Assets	946,211	-	387,397	-
Total Primary Government	426,075,417	443,275,768	461,742,240	478,027,238
Changes in Net Position				
Total Primary Government	$ 44,433,611	$ 35,498,966	$ 35,860,641	$ 28,384,391

[a] Changes in property tax revenues are a product of underlying changes in property values and tax rates. See schedules 8-11.

Source: District Records

Fiscal Year Ended						
June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
$ (454,302,600)	$ (540,082,558)	$ (604,420,719)	$ (609,182,228)	$ (575,709,387)	$ (618,212,290.65)
177,675,400	218,404,658	227,345,430	234,434,449	247,484,131	290,734,598.58
52,170,890	56,186,483	60,516,116	64,261,360	69,048,580	86,830,455.08
30,599,625	31,128,377	31,282,122	36,684,612	45,130,466	49,701,086.36
220,941,589	228,504,699	236,416,986	253,086,864	278,452,650	282,221,031.15
4,212,826	5,312,645	3,094,904	721,042	856,946	13,579,528.82
19,703,523	33,088,526	26,219,342	34,180,655	44,264,355	24,089,799.51
88,704	-	-	-	-	-
505,392,557	572,625,388	584,874,900	623,368,982	685,237,128	747,156,499.50
$ 51,089,957	$ 32,542,830	$ (19,545,819)	$ 14,186,754	$ 109,527,741	$ 128,944,208.85

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended				
	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
General Fund					
Nonspendable					
Inventories	$ 708,654	$ 743,221	$ 738,001	$ 680,710	$ 647,626
SBA Fund B	22,069	-	-	-	-
Restricted					
State Required Carryover Programs	1,513,821	1,488,150	1,780,584	6,759,806	8,955,032
Local Sales Tax and Other Tax Levy	-	-	-	-	-
Grants	1,100,482	921,821	255,885	-	-
Other Purposes	-	-	-	-	-
Assigned					
Encumbrances	-	-	-	-	-
Local Sales Tax and Other Tax Levy	-	-	-	-	-
School and Local Programs	973,008	2,877,127	4,815,340	5,294,697	4,840,580
Unassigned	10,093,347	11,317,831	8,599,308	12,826,861	15,797,588
Total General Fund	$ 14,411,381	$ 17,348,150	$ 16,189,118	$ 25,562,074	$ 30,240,826
All Other Governmental Funds					
Nonspendable					
Inventories and Prepaids	$ 317,889	$ 246,630	$ -	$ -	$ -
SBA Fund B	37,041	-	-	-	-
Restricted					
Food Services	6,212,882	7,116,416	7,138,240	7,912,726	8,003,926
Debt Service	5,360,215	6,489,657	7,730,042	8,849,336	10,034,528
Capital Projects	18,865,645	27,859,088	32,372,981	182,015,378	129,225,235
Other Purposes	-	-	-	-	-
Total All Other Governmental Funds [a]	$ 30,793,672	$ 41,711,791	$ 47,241,263	$ 198,777,440	$ 147,263,689

[a] The fluctuations in total fund balances are primarily due to the timing of debt issues.

Source: District Records

Fiscal Year Ended				
June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
$ 621,256	$ 589,122	$ 864,873	$ 691,636	$ 643,366.74
-	-	-	-	-
16,751,415	11,747,589	1,053,168	845,487	3,482,192.69
-	-	2,881,210	2,029,558	5,950,024.84
-	-	145,866	920,525	1,689,827.03
-	-	8,637,867	3,154,937	3,064,714.25
-	-	1,066,290	1,192,246	1,821,548.60
-	-	1,285,841	1,381,951	1,758,245.24
5,765,591	5,877,706	2,565,422	3,908,728	5,949,004.92
16,076,634	10,804,302	23,759,649	36,263,268	61,603,049.02
$ 39,214,896	$ 29,018,719	$ 42,260,186	$ 50,388,336	$ 85,961,973.33
$ 600,127	$ 496,381	$ 681,937	$ 598,139	692,100.21
-	-	-	-	
6,672,865	2,602,139	6,535,010	12,336,359	14,028,485.00
9,900,546	11,100,580	12,202,979	11,889,269	12,804,095.15
61,842,669	77,873,695	93,921,482	125,245,985	2,962.76
-	-	4,974,453	5,754,703	6,215,484.02
$ 79,016,207	$ 92,072,795	$ 118,315,861	$ 155,824,455	$ 33,743,127.14

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
GOVERNMENTAL FUNDS REVENUES
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended			
	2014	2015	2016	2017
Federal Direct Sources:				
Reserve Officers Training Corps (ROTC)	$ 575,779	$ 514,685	$ 539,649	$ 550,661
Other Federal Direct Sources	2,721,640	2,604,138	2,288,736	2,394,180
Miscellaneous Federal Direct	1,264,155	967,799	1,024,430	1,011,615
Total Federal Direct Sources	4,561,574	4,086,622	3,852,815	3,956,456
Federal Through State and Local Sources:				
Vocational Education Acts	564,511	703,142	832,832	729,053
Food Service	16,695,907	18,269,983	19,572,394	19,578,983
Donated Foods and Cash in Lieu of Donated Foods	1,652,487	1,287,600	1,753,239	1,905,449
Race-to-the-Top	2,706,282	676,404	62,265	2,600
Medicaid	1,929,923	967,992	2,536,281	1,665,922
Educational Stabilization K-12	-	-	-	-
Educational Stabilization Workforce	-	-	-	-
Educational Stabilization VPK	-	-	-	-
Other Federal Through State Sources	23,118,259	28,550,136	29,173,138	29,036,870
Other Federal Through Local Sources	-	-	-	-
Total Federal Through State and Local Sources	46,667,369	50,455,257	53,930,149	52,918,877
State Sources:				
Florida Education Finance Program (FEFP)	103,880,937	105,901,217	106,171,607	110,775,250
Workforce Development	9,296,931	9,563,822	9,624,628	9,653,242
Categorical	51,316,301	52,625,677	51,956,172	53,364,352
District Discretionary Lottery Funds	462,613	170,525	-	809,867
School Recognition	1,501,341	2,461,552	1,908,465	904,182
Mobile Home License Tax	336,176	337,552	340,752	338,933
Voluntary Pre-Kindergarten Program	1,597,903	1,929,689	1,790,079	1,612,212
CO&DS Distribution	172,396	235,396	383,710	382,582
CO&DS Withheld for SBE/COBI Bonds	1,594,289	1,585,659	1,445,620	1,466,684
CO&DS Withheld for Bond Administrative Expenses	26,772	27,142	28,183	28,161
Public Education Capital Outlay	-	827,659	740,035	1,111,704
Charter School Capital Outlay	1,936,103	1,743,616	1,215,646	1,610,007
Food Services	-	-	-	-
State Grants and Other State Sources	813,041	775,648	1,662,335	1,624,361
Total State Sources	172,934,803	178,185,154	177,267,232	183,681,537
Local Sources:				
Ad Valorem Taxes	189,499,853	199,109,098	215,276,740	220,810,354
Food Service	5,596,217	4,990,498	5,040,973	4,994,781
Sales Taxes	28,815,045	28,209,373	30,062,884	30,278,920
Interest Income	296,773	354,607	560,616	1,756,159
Impact Fees	153,480	-	47,644	6,892,715
Net Increase (Decrease) in Fair Value of Investments	-	-	146,079	78,328
Other Local Sources	9,056,827	11,847,274	13,205,042	13,603,873
Total Local Sources	233,418,195	244,510,850	264,339,978	278,415,130
Total Revenues	$ 457,581,941	$ 477,237,883	$ 499,390,174	$ 518,972,000

Source: District Records

Fiscal Year Ended					
2018	2019	2020	2021	2022	2023
$ 540,210	$ 571,186	$ 649,841	$ 704,314	$ 702,807	$ 732,434.38
2,314,181	2,031,849	2,491,503	1,782,123	2,105,647	1,974,941.93
1,001,493	974,548	1,592,371	1,040,830	1,667,250	1,663,052.26
3,855,884	3,577,583	4,733,715	3,527,267	4,475,704	4,370,428.57
30,000	655,414	413,792	693,613	1,185,794	922,487.11
21,308,921	20,469,530	21,773,856	28,050,243	35,082,022	29,172,787.44
1,955,958	1,745,335	-	-	-	-
-	-	-	-	-	-
1,928,601	1,380,787	2,231,335	1,666,885	1,180,005	1,370,348.55
-	-	-	11,999,812	42,288,004	44,094,646.28
-	-	-	1,632,026	3,399,515	1,980,462.17
-	-	-	-	468,499	416,479.46
30,634,623	33,053,451	31,532,994	31,960,111	32,163,322	36,874,819.34
-	-	-	-	-	
55,858,103	57,304,517	55,951,977	76,002,690	115,767,161	114,832,030.35
112,617,761	113,512,932	123,838,026	129,100,470	123,364,892	117,738,050.00
9,373,925	9,465,433	9,465,433	9,465,433	9,460,558	9,890,985.00
52,740,895	53,345,373	53,604,335	54,611,701	50,320,297	54,007,544.59
86,023	165,406	49,689	-	-	-
2,048,850	2,176,166	2,193,119	-	-	-
338,155	391,621	340,481	347,499	368,305	359,594.59
1,634,843	1,521,041	2,134,504	1,891,057	1,868,884	2,680,940.54
1,454,148	1,224,242	1,293,177	1,356,739	1,442,884	1,567,894.86
413,739	645,993	591,731	486,602	472,543	410,180.91
28,445	28,481	28,704	28,072	29,169	30,103.62
689,756	690,873	-	-	119,704	109,510.98
953,552	3,150,075	3,333,614	3,427,353	3,895,369	4,485,828.00
-	-	-	-	-	-
4,278,746	6,446,278	2,904,539	2,216,737	2,278,004	1,191,454.92
186,658,838	192,763,914	199,777,352	202,931,663	193,620,609	192,472,088.01
229,846,291	274,591,141	287,491,212	298,695,809	316,532,711	377,565,053.66
4,398,387	5,152,570	4,165,299	1,504,674	1,479,891	5,492,501.18
30,599,626	31,128,377	31,282,122	36,684,612	45,130,466	49,701,086.36
4,032,865	5,098,554	2,860,864	650,566	866,697	13,562,286.60
13,546,047	17,236,868	21,759,271	29,073,369	31,150,906	37,442,454.61
179,960	214,091	239,188	13,409	-	29,440,391.64
14,503,912	24,428,429	9,734,966	19,814,659	26,701,904	
297,107,088	357,850,030	357,532,922	386,437,098	421,862,575	513,203,774.05
$ 543,479,913	$ 611,496,044	$ 617,995,966	$ 668,898,718	$ 735,726,049	$ 824,878,320.98

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
GOVERNMENTAL FUNDS EXPENDITURES AND DEBT SERVICE RATIO
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended			
	2014	2015	2016	2017
Expenditures:				
Current:				
Instruction	$ 227,279,854	$ 247,226,992	$ 260,712,412	$ 256,276,353
Student Support Services	18,360,200	18,396,052	18,944,434	18,108,941
Instructional Media Services	3,533,494	4,102,303	4,138,120	3,846,097
Instruction and Curriculum Development Services	9,333,608	9,274,420	11,201,010	11,684,663
Instructional Staff Training Services	4,864,983	5,859,552	5,493,690	6,093,475
Instruction-Related Technology	189,028	592,642	46,919	1,356,817
School Board	1,336,453	1,092,272	855,187	965,144
General Administration	2,479,203	2,628,479	2,993,141	2,571,338
School Administration	20,761,037	23,326,317	24,571,559	24,506,044
Facilities Services	6,122,922	12,675,995	15,472,906	17,387,540
Fiscal Services	1,931,355	2,051,315	2,147,875	2,291,640
Food Services	22,892,878	23,811,556	25,719,583	25,061,536
Central Services	5,493,306	6,494,031	12,350,544	8,053,662
Student Transportation Services	13,073,986	12,713,423	13,046,653	13,701,260
Operation of Plant	29,478,855	28,376,595	29,217,678	29,519,729
Maintenance of Plant	8,779,822	9,194,873	9,122,054	9,672,310
Administrative Technology Services	4,815,676	5,153,758	6,317,131	6,507,623
Community Services	2,674,306	3,524,656	3,796,746	4,060,662
Charter School Local Capital Improvement	-	-	-	-
Capital Outlay:				
Facilities Acquisition and Construction	1,142,319	312,796	3,668,099	17,202,727
Charter School Capital Outlay Sales Tax				
Other Capital Outlay	1,357,860	3,931,864	8,983,510	14,495,483
Debt Service:				
Principal	31,996,652	26,475,413	27,330,322	28,522,680
Interest and Fiscal Charges	12,155,040	10,895,436	9,937,318	11,786,744
Total Expenditures	$ 430,052,837	$ 458,110,740	$ 496,066,891	$ 513,672,468
Debt Service as a Percentage of Noncapital Expenditures	11.52%	8.97%	8.35%	9.13%

Source: District Records

Fiscal Year Ended						
2018	2019	2020	2021	2022	2023
$ 268,449,355	$ 301,021,419	$ 316,831,230	$ 326,108,313	$ 341,957,230	$ 366,886,479.37
19,255,350	22,002,527	25,152,482	25,832,266	26,481,990	26,828,292.77
3,881,008	4,455,325	4,795,102	4,735,073	4,932,002	5,089,534.69
10,962,161	12,960,528	12,289,274	12,954,000	14,112,074	14,959,601.18
6,620,196	6,902,455	7,218,930	6,821,000	6,939,521	7,585,660.92
888,187	655,219	195,609	188,110	200,934	74,633.16
1,347,879	1,122,166	1,168,954	1,501,137	1,542,157	1,186,783.06
3,401,175	3,125,457	3,295,424	4,070,090	5,741,540	5,861,818.68
25,177,258	28,108,048	29,671,174	31,159,565	31,892,040	32,232,219.50
16,381,810	34,036,642	31,526,007	34,477,799	33,996,245	42,559,788.39
2,203,165	2,767,677	3,066,574	2,953,161	2,855,225	3,359,990.29
26,565,667	28,211,836	28,752,728	25,925,624	31,287,593	33,667,321.75
6,228,289	10,242,494	9,947,070	10,208,219	10,713,793	11,067,714.71
15,148,530	17,048,246	16,507,103	14,822,041	16,208,495	16,375,373.23
31,986,144	33,564,937	33,593,934	36,005,313	38,942,420	42,312,624.58
10,360,261	10,899,225	9,968,808	9,579,487	9,089,402	9,531,043.30
8,194,976	8,681,984	9,364,223	7,444,604	7,662,004	8,139,660.93
4,429,046	5,537,747	5,167,440	10,506,585	13,973,880	15,895,620.03
2,717,067	-	-	-	-	-
66,429,306	101,762,760	21,879,104	33,144,926	47,099,615	63,710,676.13
			2,026,902	2,481,379	2,866,725.82
21,610,211	6,867,802	13,231,609	8,799,528	7,699,831	8,186,618.62
28,542,609	20,517,108	19,749,182	21,462,234	19,797,961	19,049,028.08
13,718,404	12,412,606	11,768,019	10,846,858	10,082,539	11,781,338.74
$ 594,498,054	$ 672,904,208	$ 615,139,980	$ 641,572,835	$ 685,689,870	$ 749,208,547.93
9.10%	6.20%	5.75%	5.41%	4.75%	4.57%

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
OTHER FINANCING SOURCES AND USES AND NET CHANGE IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)
(UNAUDITED)

	Fiscal Year Ended			
	2014	2015	2016	2017
Excess of Revenues over (under) Expenditures	$ 27,529,104	$ 19,127,143	$ 3,323,283	$ 5,299,532
Other Financing Sources (Uses)				
Bonds Issued	-	-	-	131,785,000
Loss Recoveries	16,701	-	-	-
Inception of Capital Leases	-	-	-	-
Inception of Installment Purchases				
Refunding Bonds/COPs Issued	-	2,769,000	38,470,000	37,609,000
Premium on Refunding of Bonds	-	263,323	-	7,725,358
Certificates of Participation Issued	-	-	-	-
Premium on Certificates of Participation	-	-	-	-
Premiums on Long-Term Debt Issued	-	-	-	19,260,513
Capital Lease Agreement	429,703	-	425,826	912,829
Payment to Refunding Bonds/COPs Escrow Agent	-	(3,089,758)	(38,236,066)	(43,887,159)
Proceeds from Sales of Capital Assets	4,350,000	750,000	387,397	2,204,060
Transfers In	57,083,413	50,213,085	49,722,423	49,352,172
Transfers Out	(57,083,413)	(56,177,905)	(49,722,423)	(49,352,172)
Total Other Financing Sources (Uses)	4,796,404	(5,272,255)	1,047,157	155,609,601
Net Change in Fund Balance	$ 32,325,508	$ 13,854,888	$ 4,370,440	$ 160,909,133

Fiscal Year Ended					
2018	2019	2020	2021	2022	2023
$ (51,018,141)	$ (61,408,164)	$ 2,855,986	$ 27,325,883	$ 50,036,179	$ 75,669,773.05
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	4,583,664	-	-
			-	1,100,565	265,327.35
55,890,000	744,000	1,037,000	-	-	-
-	117,632	180,609	-	-	-
-	-	-	-	-	151,730,000.00
-	-	-	-	-	24,482,011.35
-	-	-	-	-	-
665,886	677,063	-	-	-	-
(55,694,429)	(853,943)	(1,213,184)	-	-	-
3,321,685	1,450,000	-	-	-	14,100,000.00
56,148,961	46,514,739	52,077,904	51,666,006	53,406,757	49,242,461.79
(56,148,961)	(46,514,739)	(52,077,904)	(51,666,006)	(58,906,757)	(71,342,461.79)
4,183,142	2,134,752	4,425	4,583,664	(4,399,435)	168,477,338.70
$ (46,834,999)	$ (59,273,412)	$ 2,860,411	$ 31,909,547	$ 45,636,744	$244,147,111.75

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SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Just Value: Real Property	Just Value: Personal Property	Just Value: Central Assessed	Less: Exemptions	Total School Taxable Value	Total Direct Rate
2022-2023	$ 77,970,986,580	$ 4,233,591,912	$ 8,933,050	$ 8,278,005,716	$ 59,935,768,812	6.5220
2021-2022	56,429,391,308	3,705,126,237	9,629,951	7,600,618,870	47,666,050,988	6.8760
2020-2021	52,000,158,289	3,686,766,153	10,560,886	7,251,066,493	44,398,287,814	6.9720
2019-2020	49,354,143,540	3,544,713,849	9,171,688	6,866,037,268	41,780,543,525	7.1350
2018-2019	45,873,929,443	3,398,172,723	9,478,608	6,499,216,631	38,766,742,392	7.3310
2017-2018	45,930,429,514	3,283,760,529	9,471,191	6,464,230,674	35,999,618,456	6.6080
2016-2017	39,458,732,427	3,106,498,488	8,385,758	9,458,967,439	33,114,649,234	6.9200
2015-2016	35,990,421,239	3,095,531,886	7,971,396	8,477,293,975	30,616,630,546	7.2670
2014-2015	31,747,370,491	2,961,644,950	7,992,261	6,784,230,192	27,932,777,510	7.3760
2013-2014	28,598,236,142	2,724,593,216	8,008,955	5,458,863,540	25,871,974,773	7.5720

Note: Net Taxable Assessed Values are net Taxable Values after deducting allowable statutory exemptions.

Source: Florida Department of Revenue, Manatee County Property Appraiser

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS
(per $1,000 Assessed Valuation)
(UNAUDITED)

	Fiscal Year Ended			
	2013-2014	2014-2015	2015-2016	2016-2017
District School Board:				
Required Local Effort	5.3240	5.1280	5.0190	4.6720
Discretionary Local	0.7480	0.7480	0.7480	0.7480
Capital Improvement	1.5000	1.5000	1.5000	1.5000
Total District School Board	7.5720	7.3760	7.2670	6.9200
Other County-Wide:				
Board of County Commissioners	6.4326	6.4326	6.4326	6.4326
Unincorporated Municipal Service Tax	0.6109	0.6109	0.6109	0.6109
County-Wide Special Districts	0.5498	0.5274	0.5104	0.5061
Total Other County-Wide	7.5933	7.5709	7.5539	7.5496
Total County-Wide	15.1653	14.9469	14.8209	14.4696
Municipalities:				
Anna Maria	2.0500	2.0500	2.0500	2.0500
Bradenton	5.8976	5.8976	5.8976	5.8976
Bradenton Beach	2.3329	2.3329	2.3329	2.3329
Holmes Beach	1.7500	1.7500	2.2500	2.2500
Longboat Key	2.1320	3.2993	3.2286	3.1515
Palmetto	5.7171	5.7171	5.9671	5.9671
Total Municapalities	19.8796	21.0469	21.7262	21.6491

Property is assessed as of January 1st and taxes on those assessments are levied according to the tax rate in effect during that tax year and become due on November 1st. Therefore, assessments and tax levies applicable to a certain tax year are collected in the fiscal year ending during the following calendar year.

Source: Manatee County Property Appraiser

	Fiscal Year Ended					
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
District School Board:						
Required Local Effort	4.3600	4.0830	3.8870	3.7240	3.6280	3.2740
Discretionary Local	0.7480	1.7480	1.7480	1.7480	1.7480	1.7480
Capital Improvement	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Total District School Board	6.6080	7.3310	7.1350	6.9720	6.8760	6.5220
Other County-Wide:						
Board of County Commissioners	6.4326	6.4326	6.4326	6.4326	6.3826	6.2326
Unincorporated Municipal Service Tax	0.6109	0.6109	0.6109	0.6109	0.6109	0.6109
County-Wide Special Districts	0.4804	0.4949	0.4795	0.4663	0.4926	0.4651
Total Other County-Wide	7.5239	7.5384	7.5230	7.5098	7.4861	7.3086
Total County-Wide	14.1319	14.8694	14.6580	14.4818	14.3621	13.8306
Municipalities:						
Anna Maria	2.0500	2.0500	2.0500	2.0500	2.0500	2.0500
Bradenton	5.8976	5.8976	5.8976	5.8976	5.8976	5.8351
Bradenton Beach	2.3329	2.3329	2.3329	2.3329	2.3329	2.3329
Holmes Beach	2.2500	2.2500	2.2500	2.2500	2.2500	2.0700
Longboat Key	3.0748	3.0373	2.9466	3.3574	3.2384	2.9288
Palmetto	5.9671	5.9671	5.9671	5.9671	5.9671	5.9671
Total Municipalities	21.5724	21.5349	21.4442	21.8550	21.7360	21.1839

Source: Manatee County Property Appraiser

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
September 30, 2022 and Nine Years Ago [1]
(Amounts Expressed in Thousands)
(UNAUDITED)

	For the Year Ended September 30					
	2022-2023			2013-2014		
Taxpayer	Rank	Taxable Value (in thousands)	Percentage of Total Taxable Value [2]	Rank	Taxable Value (in thousands)	Percentage of Total Taxable Value [1]
Florida Power & Light Co. - Plant	1	$ 1,229,316	2.74%	1	$ 825,542	3.55%
Tropicana Products, Inc.	2	323,335	0.72%	2	366,826	1.58%
Mosaic Fertilizer, LLC	3	208,802	0.46%	7	110,405	0.47%
Peace River Electric Coop, Inc.	4	136,780	0.30%	8	94,404	0.41%
Manatee Memorial Hospital LP	5	134,038	0.30%	4	113,790	0.49%
Gulfstream Natural Gas System LLC	6	126,734	0.28%	3	190,616	0.82%
Gulf Coast Factory Shops	7	111,450	0.25%	6	126,233	0.54%
Publix Super Markets, Inc.	8	92,288	0.21%	-	-	-
93 FLRPT LLC	9	88,263	0.20%	-	-	-
IMG Academy LLC	10	87,674	0.20%	-	-	-
Verizon Florida, Inc/Frontier Florida LLC		-	-	5	105,107	0.45%
Wal-Mart Stores Inc.		-	-	9	76,731	0.33%
HCA Health Services of Florida		-	-	10	49,216	0.21%
Total		$ 2,538,680	5.66%		$ 2,058,870	8.85%

[1] Manatee County's fiscal year ends September 30th. June 30th year end information is not available from the County.
[2] Percent of total taxable value is calculated using total school taxable value from Schedule 8.

Source: Manatee County Annual Comprehensive Financial Report

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of The Levy		Collections In Subsequent Years (1)	Total Collections to Date	
		Amount (1)	Percentage of Levy		Amount (1)	Percentage of Levy
2023	$ 390,898,726	$ 377,200,363	96.50%	$ -	377,200,363	96.50%
2022	328,162,533	316,058,394	96.31%	397,344	316,455,738	96.43%
2021	309,957,923	298,411,731	96.27%	506,766	298,918,497	96.44%
2020	298,101,730	287,630,908	96.49%	310,207	287,941,115	96.59%
2019	284,196,769	274,393,270	96.55%	256,097	274,649,367	96.64%
2018	237,884,607	229,598,848	96.52%	100,227	229,699,075	96.56%
2017	229,325,697	221,040,158	96.39%	270,897	221,311,055	96.51%
2016	222,703,404	215,050,457	96.56%	226,283	215,276,740	96.67%
2015	206,282,880	194,849,908	94.46%	335,140	195,185,048	94.62%
2014	196,145,025	189,060,242	96.39%	243,210	189,303,452	96.51%

Note: Property Taxes become due and payable on November 1st of each year. A four percent (4%) discount is allowed if taxes are paid in November, with the discounts declining by one percent (1%) each month thereafter. Accordingly, taxes collected will never be 100% of the tax levy. Taxes become delinquent on April 1st of each year and tax certificates for the full amount of any unpaid taxes and assessments must be sold not later than June 1st of each year. Accordingly, the majority of taxes are collected in the fiscal year levied.

(1) Net of allowable discounts

Sources: Manatee County Tax Collector and District Records

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
HISTORICAL SALES SURTAX COLLECTION
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year Ended June 30	Actual Sales Tax Revenues Received by the School Board	Debt Service Payment	Debt Service Coverage
2023	$ 49,701,086	$ 12,706,374	3.91
2022	45,130,466	13,975,271	3.23
2021	36,684,612	12,512,125	2.93
2020	31,282,122	12,549,550	2.49
2019	31,128,377	12,553,150	2.48
2018	30,599,626	21,928,368	1.40
2017	30,278,920	16,148,497	1.88
2016	30,062,884	15,471,164	1.94
2015	28,209,372	15,468,243	1.82
2014	26,436,232	15,277,296	1.73

Source: District Records

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PUBLIC EDUCATION CAPITAL OUTLAY AND CAPITAL OUTLAY & DEBT SERVICE FUNDS
REVENUES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Public Education Capital Outlay Fund			Capital Outlay & Debt Service Fund
	New Construction	Maintenance	Total	
2022-2023	$ -	$ -	$ -	$ 1,602,281
2021-2022	119,704	-	119,704	1,456,717
2020-2021	2,000,000	-	2,000,000	1,387,809
2019-2020	-	-	-	1,349,311
2018-2019	-	690,873	690,873	1,259,432
2017-2018	-	689,756	689,756	436,905
2016-2017	-	1,111,704	1,111,704	413,457
2015-2016	-	740,035	740,035	383,710
2014-2015	-	827,659	827,659	223,524
2013-2014	-	-	-	163,843

Source: District Records

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	State Board of Education Bonds	Certificates Of Participation	District Revenue Bonds	Notes Payable	Installment-Purchases and Leases Payable*	Total Primary Government (A)	Percentage of Personal Income (B)	Per Capita (B)
2022-2023	1,534,000 (1)	273,254,546 (1)	97,905,000 (1)	-	1,716,410	374,409,956	N/A	888
2021-2022	2,147,139 (1)	107,327,125 (1)	116,876,308 (1)	-	3,324,775	229,675,347	0.941%	559
2020-2021	2,235,000 (1)	113,887,454 (1)	112,380,000 (1)	-	3,934,717	232,437,171	1.079%	583
2019-2020	2,781,000 (1)	126,552,454 (1)	119,105,000 (1)	-	1,080,963	249,519,417	1.273%	644
2018-2019	3,238,000 (1)	138,822,454 (1)	125,570,000 (1)	-	1,607,469	269,237,923	1.439%	713
2017-2018	3,838,000 (1)	152,193,454 (1)	131,785,000 (1)	-	1,362,514	289,178,968	1.635%	784
2016-2017	5,094,000 (1)	160,003,454 (1)	147,110,000 (1)	-	1,181,940	313,389,394	1.888%	876
2015-2016	6,421,000 (1)	174,713,454 (1)	30,370,000 (1)	-	560,791	212,065,245	1.353%	607
2014-2015	7,549,000 (1)	183,938,455 (1)	45,145,000 (1)	-	257,638	236,890,093	1.647%	698
2013-2014	8,975,000 (1)	194,628,455 (1)	59,640,000 (1)	-	338,051	263,581,506	1.830%	789

Note: The District does not have any business-type activities outstanding debt.
(1) Amount excludes premiums and discounts.
NA - Information not yet available
*The District implemented the provision of Gonvernmental Accounting Standards Board Statement No. 87 effective for fiscal year ended June 30, 2022.

Sources:
(A) District Records
(B) Total Primary Government Debt divided by Personal Income and Population from Schedule 18.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF JUNE 30, 2023
(UNAUDITED)

	Debt Outstanding		Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
School District of Manatee County				
Bonds Payable	109,950,178.71	(b)	100.00%	109,950,178.71
Certificates of Participation	273,254,546.71	(b)	100.00%	273,254,546.71
Leases Payable	215,514.69		100.00%	215,514.69
Installment-Purchases Payable	1,716,409.94		100.00%	1,716,409.94
Total General Bonded Debt				385,136,650.05
Revenue Bond Payable	97,905,000.00		100.00%	$ 97,905,000.00
Total Net General Bonded Direct Debt				$ 483,041,650.05
Overlapping Debt: (a)				
City of Anna Maria	n/a		100.00%	n/a
City of Bradenton	21,027,483.00		100.00%	$ 21,027,483.00
Town of Longboat Key	58,261,067.00		100.00%	$ 58,261,067.00
City of Palmetto	2,595,767.00		100.00%	$ 2,595,767.00
Manatee County	234,110.00		100.00%	$ 234,110.00
Total Overlapping Debt				$ 82,118,427.00
Total Direct and Overlapping Debt				$ 565,160,077.05

(a) Information was obtained from the September 30, 2022, financial statements of each respective governmental entity. Since the geographic boundaries of each governmental entity is within the geographic boundaries for which the District serves, 100 percent of the debt has been included.

(b) Amount includes premiums and discounts.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
COMPARATIVE RATIOS OF BONDED DEBT
AND CERTIFICATES OF PARTICIPATION
TO TAXABLE ASSESSED VALUATION AND PER CAPITA INDEBTEDNESS
AS OF JUNE 30, 2023
(UNAUDITED)

Population (2023)		422,774
Total taxable valuation (2023 Fiscal Year)	$	59,935,768,812
Direct non-general obligation debt and certificates of participation at June 30, 2023	$	483,041,650
(a) As a percent of taxable valuation		0.81%
(b) Per capita	$	1,142.55

Sources: District Records
Population obtained from World Population Review

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
ANTICIPATED CAPITAL OUTLAY MILLAGE LEVY
REQUIRED TO COVER CERTIFICATES OF PARTICIPATION PAYMENTS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Taxable Assessed Value	Annual Lease Payment	Millage Levy to Provide 1.00x Coverage [a]
2022.2023	$ 59,935,768,812	$ 12,706,374	0.223 mills
2021-2022	47,666,050,988	13,975,271	0.309 mills
2020-2021	44,398,287,814	16,401,499	0.389 mills
2019-2020	41,780,543,525	16,403,642	0.413 mills
2018-2019	38,766,742,392	17,930,958	0.487 mills
2017-2018	35,999,618,456	17,114,391	0.500 mills
2016-2017	33,114,649,234	18,574,408	0.590 mills
2015-2016	30,616,630,546	18,786,423	0.646 mills
2014-2015	27,932,777,510	18,928,666	0.713 mills
2013-2014	25,871,974,773	20,610,364	0.839 mills

[a] Millage rate calculated using 95 percent of the school taxable valuation.

Note: Lease-Purchase arrangements financed by Certificates of Participation are not considered general obligation debt as no specific property tax levy has been pledged.

Sources: District Records
Schedule 8

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS
(UNAUDITED)

Calendar Year	Population [1]	Personal Income (in thousands) [1]	Per Capita Income [1]	Unemployment Rate [1]
2022	421,768	**N/A**	**N/A**	2.90%
2021	411,209	$24,412,119	$59,152	3.90%
2020	398,503	$21,545,679	$52,395	6.90%
2019	387,414	$19,605,227	$48,618	3.10%
2018	377,826	$18,707,402	$47,378	3.40%
2017	368,782	$17,689,898	$45,880	3.90%
2016	357,591	$16,598,277	$44,158	4.60%
2015	349,334	$15,668,920	$43,121	5.00%
2014	339,545	$14,384,591	$40,895	5.70%
2013	333,880	$14,404,101	$42,104	6.80%

Sources:

N/A Not available

(1) Office of Economic & Demographic Research, State of Florida

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
PRINCIPAL EMPLOYERS
September 30, 2022 and Nine Years Ago [1]
(UNAUDITED)

	For the Year Ended September 30					
	2022			2013		
Employer	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Manatee County School Board	5,626	1	3.01%	5,500	1	4.20%
Manatee Healthcare System	2,489	2	1.33%	1,445	4	1.10%
Publix	2,381	3	1.27%	875	8	0.67%
Manatee County Government	2,155	4	1.15%	1,727	3	1.32%
Beall's, Inc	1,996	5	1.07%	1,924	2	1.47%
Blake Medical Center	1,471	6	0.79%	1,100	6	0.84%
Manatee County Sheriff's Department	1,239	7	0.66%	1,092	7	0.83%
Tropicana Products, Inc.	988	8	0.53%	1,200	5	0.92%
IMG Academy	862	9	0.46%	564	9	0.43%
State College of Florida, Manatee-Sarasota	710	10	0.38%	472	10	0.36%
Total - Principal Employers	19,917		10.65%	15,899		12.14%

[1]Manatee County's fiscal year ends September 30th. June 30th year end information is not available from the County.

Source: Manatee County Annual Comprehensive Financial Report

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF SELECTED OPERATING INFORMATION
GRADES K - 12
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Number of Schools	Number of Classroom Instructors	Unweighted Full-Time Equivalent Students	Average General Fund Expenditures Per Student
2022-2023	54	3,842	52,130	$ 8,847
2021-2022	54	3,773	50,680	9,100
2020-2021	53	3,734	48,826	9,571
2019-2020	53	3,770	49,436	9,453
2018-2019	50	3,545	48,853	9,063
2017-2018	54	3,534	48,454	8,021
2016-2017	53	3,414	48,284	7,692
2015-2016	54	3,467	47,644	7,899
2014-2015	53	3,193	46,931	7,497
2013-2014	53	3,071	45,890	7,175

Sources: Florida Department of Education and District Records

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHOOL BUILDING INFORMATION AND FULL-TIME EQUIVALENT ENROLLMENT DATA
LAST TEN FISCAL YEARS
(UNAUDITED)

	Placed in Service (1)	Square Footage (2)	Portables	Full-Time Equivalent Enrollment Data 2013-2014	2014-2015	2015-2016
Elementary Schools						
Anna Maria Elementary	1949	56,552	2	264.81	264.20	269.51
Ballard Elementary	1922	74,982	-	461.43	466.65	436.76
Bayshore Elementary (3)	1958	116,808	3	725.33	750.48	778.88
Manatee Elementary	1926	109,444	4	454.66	500.27	489.69
Miller Elementary (3)	1951	97,584	-	756.30	800.09	780.32
Myakka City Elementary	1915	72,196	-	253.27	246.20	241.52
Oneco Elementary	1922	97,491	5	535.28	513.50	540.14
Orange Ridge Elementary	1958	-	-	668.17	707.28	704.58
Rogers Garden-Bullock Elementary	2009	81,566	7	-	-	-
Palm View K-8	1926	117,853	-	429.22	361.06	337.85
Palma Sola Elementary	1961	100,105	2	577.97	565.08	571.05
Palmetto Elementary	1961	92,277	-	670.00	653.75	673.22
Prine Elementary	1961	118,396	6	847.65	849.43	798.69
Daughtrey Elementary (3)	1964	103,175	1	767.40	757.96	734.93
Samoset Elementary	1926	85,637	2	588.10	539.43	513.90
Tillman Elementary	1964	96,928	-	485.09	535.73	544.10
Blackburn Elementary	1970	113,365	10	433.61	435.46	421.24
Moody Elementary	1974	86,461	8	631.88	647.57	645.33
Abel Elementary	1973	79,574	2	507.63	533.09	553.78
Stewart Elementary	1973	81,641	-	434.99	416.12	403.15
Bashaw Elementary	1985	101,940	-	619.07	590.49	541.45
Braden River Elementary	1988	90,100	5	603.96	658.49	666.99
Sea Breeze Elementary	1990	101,853	-	597.11	604.33	572.67
Tara Elementary	1991	111,323	10	570.21	578.75	610.27
Witt Elementary	1993	106,355	1	603.73	638.87	684.62
Kinnan Elementary	2001	101,043	-	671.15	629.27	560.85
Rowlett Elementary	2001	123,399	5	897.21	-	-
McNeal Elementary	2003	122,133	1	702.46	749.64	760.66
Freedom Elementary	2003	134,788	-	749.75	776.30	768.91
Mills Elementary	2004	134,860	12	1,041.41	1,112.65	1,161.95
Willis Elementary	2005	120,960	-	720.57	720.01	746.87
Williams Elementary	2007	110,754	7	810.32	882.67	903.83
Gullett Elementary	2007	118,766	6	547.25	653.89	769.33
Harvey Elementary	2020	115,302	-	-	-	-
Total Elementary				20,351.90	19,848.98	19,931.50
Middle Schools						
Lincoln Memorial Academy	1944	143,028	-	564.73	528.12	532.55
Sugg Middle	1974	157,841	-	810.98	763.63	698.84
Harllee Middle	1974	130,642	3	460.56	410.34	453.43
King Middle (3)	1978	165,796	2	1,065.28	1,123.52	1,093.00
Braden River Middle	1990	163,033	5	954.42	983.39	985.84
Johnson K-8	1992	134,285	2	490.53	484.80	486.59
Haile Middle	1995	162,497	13	1,055.74	1,057.37	1,071.54
Lee Middle	2000	145,215	2	974.84	1,022.01	972.26
Nolan Middle	2004	140,823	6	1,085.82	1,115.69	1,146.05
Buffalo Creek Middle	2007	165,297	5	971.05	1,093.87	1,037.83
Jain Middle	2020	147,396	-	-	-	-
Total Middle Schools				8,433.95	8,582.74	8,477.93
High Schools						
Bayshore High	1959	274,658	4	1,345.35	1,447.32	1,407.00
Manatee High	1926	357,011	5	2,356.58	2,289.28	2,221.62
Palmetto High	1956	321,316	7	1,860.16	2,017.04	2,047.57
Southeast High	1960	374,049	3	1,244.24	1,369.93	1,534.10
Lakewood Ranch High	1996	365,974	25	1,999.03	2,163.40	2,181.77
Braden River High	2005	298,141	13	1,845.87	1,900.03	1,992.93
Parrish Community High	2020	290,433	-	-	-	-
Total High Schools				10,651.23	11,187.00	11,384.99

	Full-Time Equivalent Enrollment Data						
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Elementary Schools							
Anna Maria Elementary	268.81	266.80	249.56	214.65	194.82	195.12	195.19
Ballard Elementary	486.77	458.20	429.06	411.30	395.94	358.10	387.96
Bayshore Elementary	779.74	762.62	712.73	713.20	699.11	679.86	677.05
Manatee Elementary	557.00	464.57	399.89	382.59	531.60	543.06	507.04
Miller Elementary	746.19	744.63	708.53	649.96	589.41	613.74	584.69
Myakka City Elementary	257.55	262.04	250.12	241.27	318.59	292.66	300.08
Oneco Elementary	617.81	602.41	617.12	585.64	509.21	579.66	593.11
Orange Ridge Elementary	-	-	-	-	-	-	-
Rogers Garden-Bullock Elementary	573.39	539.57	499.60	540.13	525.53	479.96	503.97
Palm View Elementary	365.94	362.83	357.90	512.13	741.72	808.03	646.74
Palma Sola Elementary	571.26	581.05	595.83	589.20	452.40	427.12	408.78
Palmetto Elementary	708.56	675.69	695.28	613.53	629.15	557.60	538.35
Prine Elementary	799.95	780.51	768.81	728.27	719.50	719.98	714.65
Daughtrey Elementary	787.52	740.45	725.09	676.14	755.42	769.08	749.17
Samoset Elementary	598.29	627.01	591.25	582.94	590.78	570.71	576.86
Tillman Elementary	506.68	531.35	601.39	654.17	554.86	567.05	536.40
Blackburn Elementary	465.28	458.96	471.20	470.66	443.15	502.22	507.68
Wakeland Elementary	492.32	402.42	453.51	-	-	-	-
Moody Elementary	657.93	633.92	619.01	594.10	559.03	589.69	609.76
Abel Elementary	550.25	535.90	509.73	459.35	447.94	445.25	473.11
Stewart Elementary	401.82	392.05	392.96	402.26	373.05	361.17	361.74
Bashaw Elementary	559.91	582.75	590.00	587.39	604.01	649.33	645.20
Braden River Elementary	682.37	652.06	620.24	561.72	517.48	527.85	537.08
Sea Breeze Elementary	589.47	570.24	596.10	517.84	499.44	492.85	478.27
Tara Elementary	647.33	686.57	699.08	716.20	565.44	545.13	524.40
Witt Elementary	706.04	708.18	758.12	718.42	658.13	649.97	662.19
Kinnan Elementary	535.59	560.02	597.94	606.22	550.61	498.90	484.66
Rowlett Elementary	-	-	-	-	-	-	-
McNeal Elementary	767.95	756.20	758.03	759.00	622.61	653.77	643.41
Freedom Elementary	787.64	780.50	731.74	674.82	550.13	553.49	546.88
Mills Elementary	1,183.38	1,227.07	1,237.84	886.67	806.46	740.62	774.82
Willis Elementary	771.69	775.89	774.28	739.88	682.61	746.51	725.93
Williams Elementary	908.56	899.67	836.20	700.59	706.82	691.05	764.16
Gullett Elementary	857.17	967.94	1,075.25	1,190.37	1,104.52	1,293.67	1,131.46
G. D. Rogers Garden Elementary	-	-	-	-	-	-	-
Harvey Elementary	-	-	-	517.11	678.98	902.24	1,090.31
Total Elementary Schools	20,190.16	19,990.07	19,923.39	19,197.72	18,578.45	19,005.44	18,881.10
Middle Schools							
Lincoln Middle	476.84	476.05	-	-	318.28	300.64	417.05
Sugg Middle	691.70	786.59	818.43	998.19	1,021.35	1,002.70	1,017.07
Harllee Middle	204.22	-	-	-	-	-	-
King Middle	1,081.62	1,097.07	1,104.39	1,077.94	948.39	897.37	844.24
Braden River Middle	1,090.88	1,139.19	1,065.82	931.13	941.73	911.06	815.47
Johnson Middle	551.74	519.09	499.88	934.60	879.79	856.91	896.60
Haile Middle	1,130.78	1,202.03	1,225.66	879.27	775.36	774.33	732.33
Lee Middle	1,075.74	1,086.95	1,057.51	1,009.52	859.08	776.93	751.76
Nolan Middle	1,092.18	1,157.89	1,155.28	964.47	874.40	761.08	744.34
Buffalo Creek Middle	993.26	1,016.62	1,225.30	1,364.66	1,269.33	1,246.02	1,121.23
Jain Middle	-	-	-	687.02	830.02	1,049.02	980.99
Total Middle Schools	8,388.96	8,481.48	8,152.27	8,846.80	8,717.73	8,576.06	8,321.08
High Schools							
Bayshore High	1,467.83	1,537.31	1,468.64	1,430.81	1,379.58	1,342.13	1,418.91
Manatee High	2,215.11	2,218.41	2,180.62	2,108.26	2,098.78	1,962.79	1,938.08
Palmetto High	2,165.31	2,148.50	2,184.50	2,023.38	1,999.02	1,905.77	2,046.48
Southeast High	1,606.24	1,624.02	1,631.13	1,659.68	1,723.46	1,665.65	1,663.83
Lakewood Ranch High	2,247.89	2,250.20	2,280.98	2,242.04	2,242.70	2,240.71	2,196.42
Braden River High	2,125.27	2,099.70	1,953.92	1,795.31	1,713.04	1,666.67	1,699.55
Parrish Community High	-	-	-	543.44	1,060.21	1,655.22	1,934.54
Total High Schools	11,827.65	11,878.14	11,699.79	11,802.92	12,216.79	12,438.94	12,897.81

(Continued)

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHOOL BUILDING INFORMATION AND FULL-TIME EQUIVALENT ENROLLMENT DATA
LAST TEN FISCAL YEARS
(UNAUDITED)

	Place in Service (1)	Square Footage (2)	Portables	Full-Time Equivalent Enrollment Data 2013-2014	2014-2015	2015-2016
Specialty Schools						
Manasota ARC (Access to Education)	N/A	N/A	N/A	34.50	-	40.25
Community High	2000	-	-	88.85	126.64	-
Horizons Academy	2007	59,708	2	396.42	284.54	414.34
Manatee Technical Institute (4)	1963	356,897	1	-	-	12.36
Total Specialty Schools				519.77	411.18	466.95
Charter Schools						
Manatee School of Arts and Sciences, Inc.	N/A	N/A	N/A	133.10	135.38	140.29
Team Success formerly PAL Academy Charter	N/A	N/A	N/A	341.24	392.04	491.61
Manatee School for the Arts	N/A	N/A	N/A	1,598.01	1,694.80	1,907.76
Center Academy (Bradenton Charter School)	N/A	N/A	N/A	-	-	-
Oasis Middle School, Inc.	N/A	N/A	N/A	101.20	110.15	110.09
Imagine Charter School at North Manatee	N/A	N/A	N/A	543.91	474.23	516.93
Imagine Charter School at Lakewood Ranch	N/A	N/A	N/A	443.77	372.66	389.29
Manatee Charter School	N/A	N/A	N/A	669.29	715.52	756.19
Palmetto Charter School, Inc.	N/A	N/A	N/A	362.82	364.17	363.92
Parrish Charter School	N/A	N/A	N/A	-	-	-
William Monroe Rowlett Academy	N/A	N/A	N/A	-	894.45	903.63
William Monroe Rowlett Middle	N/A	N/A	N/A	-	-	-
State College of Florida College Charter	N/A	N/A	N/A	436.80	485.45	493.53
Just for Girls Academy, Inc.	N/A	N/A	N/A	92.77	108.40	109.14
Lincoln Memorial Academy	N/A	N/A	N/A	-	-	-
Visible Men Academy, Inc.	N/A	N/A	N/A	62.58	95.64	115.13
Total Charter Schools				4,785.49	5,842.89	6,297.51
Other Programs						
Juvenile Detention Center	N/A	N/A	N/A	33.48	42.50	59.40
Hospital Homebound Instruction	N/A	N/A	N/A	11.05	7.72	4.89
Easter Seals	N/A	N/A	N/A	25.96	24.00	21.47
Practical and Cultural Education - PACE	N/A	N/A	N/A	59.59	63.43	68.47
Just for Girls Academy, Inc.	N/A	N/A	N/A	-	-	-
Just for Girls, Inc.	N/A	N/A	N/A	43.66	47.33	49.75
Manatee Glens	N/A	N/A	N/A	26.91	6.55	-
Pinnacle Academy, Inc.	N/A	N/A	N/A	12.98	13.00	12.50
Florida Sheriff's Youth Ranch	N/A	N/A	N/A	19.14	-	-
McKay Scholarships	N/A	N/A	N/A	445.91	508.70	552.76
Palmetto Youth Academy	N/A	N/A	N/A	45.85	57.71	67.48
Premier Behavioral Solutions (Manatee Palms)	N/A	N/A	N/A	60.10	-	-
Y Technical High School	N/A	N/A	N/A	201.28	-	-
Duette Elementary	1931	7204	1	16.00	18.00	11.00
e-TECH Virtual	N/A	N/A	N/A	-	-	127.26
Sable	N/A	N/A	N/A	-	-	19.51
Family Empowerment Scholarships	N/A	N/A	N/A	-	-	-
Miscellaneous	N/A	N/A	N/A	145.54	269.01	90.59
Total Other Programs				1,147.45	1,057.95	1,085.08
Total District				45,889.79	46,930.74	-

(1) - Original date that the school was placed in service. This date does not reflect additions, renovations, replacements or remodeling.
(2) - Square footage is current including portables
(3) - Total Replacement of Existing Facilities: Bayshore (2003), Miller (2007), and Daughtrey (2007) Elementaries, King Middle School (2006), and Horizons Academy (2007).
(4) - Manatee Technical Institute has four campuses- Main, West, North and East.
N/A - Information Not Applicable

Source: District Records

	Full-Time Equivalent Enrollment Data						
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Specialty Schools							
Manasota ARC (Access to Education)	42.91	46.94	46.59	47.55	44.52	42.99	43.02
Horizons Academy	271.64	186.01	257.81	351.65	367.08	355.53	427.65
Manatee Technical Institute (4)	-	-	-	0.46	0.16	0.10	-
Total Specialty Schools	314.55	232.95	304.40	399.66	411.76	398.62	470.67
Charter Schools							
Manatee School of Arts and Sciences	148.54	155.75	169.04	147.25	138.57	115.00	129.84
Team Success formerly PAL Academy Charter Mid	561.44	688.11	775.24	902.39	994.27	1,159.68	1,213.24
Manatee School for the Arts	1,972.01	2,034.35	2,079.90	1,974.74	1,819.08	1,848.93	1,901.15
Oasis Middle School	125.83	118.69	116.46	115.53	97.61	72.05	44.59
Imagine Charter School - North Manatee	530.56	565.86	571.29	550.24	579.80	613.72	634.60
Imagine Charter School - Lakewood Ranch	402.86	456.00	477.58	456.82	460.42	499.27	505.24
Manatee Charter School	718.77	433.05	410.49	423.70	438.57	489.93	518.59
Palmetto Charter	363.34	362.81	362.19	363.84	361.36	362.02	416.52
Parrish Charter School	-	-	-	224.64	337.88	490.66	565.68
William Monroe Rowlett Academy	932.56	917.96	499.74	918.10	917.04	916.13	918.15
William Monroe Rowlett Middle	-	297.18	917.60	642.57	664.10	663.98	668.14
State College of Florida College Charter	505.50	497.46	512.02	502.90	492.46	488.47	473.33
Just for Girls Academy, Inc.	84.16	-	-	-	-	-	-
Lawewood Ranch Preparatory Academy	-	-	-	-	-	-	742.04
Lincoln Memorial Academy	-	-	478.14	440.33	-	-	-
Visible Men Academy	92.96	99.02	98.04	102.01	82.61	72.16	61.57
Total Charter Schools	6,438.53	6,626.24	7,467.73	7,765.06	7,383.77	7,792.00	8,792.68
Other Programs							
Juvenile Detention Center	37.48	70.81	88.89	86.73	53.41	52.00	61.96
Hospital Homebound Instruction	3.77	3.39	2.44	2.88	5.38	4.08	2.58
Easter Seals	36.45	37.50	41.42	43.49	31.55	21.65	15.38
Practical and Cultural Education - PACE	69.97	68.67	67.22	73.69	72.19	75.61	71.72
Just for Girls Academy, Inc.	-	80.76	79.05	82.13	75.69	46.10	43.06
Just for Girls, Inc.	43.27	39.12	35.02	45.02	41.29	36.31	28.01
Pinnacle Academy, Inc.	15.50	0.45	5.01	1.50	4.00	2.28	1.50
Florida Sheriff's Youth Ranch	-	-	-	-	-	-	-
McKay Scholarships	606.50	641.00	685.50	671.50	705.00	693.00	-
Palmetto Youth Academy	57.30	61.09	49.12	28.64	-	-	-
Premier Behavioral Solutions (Manatee Palms)	-	-	-	-	-	-	-
Y Technical High School	-	-	-	-	-	-	-
Duette Elementary	-	-	-	-	-	-	-
e-TECH Virtual	127.12	108.38	89.18	56.82	63.22	-	-
Sable	14.80	11.91	16.79	19.85	13.42	13.55	16.46
Family Empowerment Scholarships	-	-	-	-	313.50	1,307.50	2,354.00
Miscellaneous	111.61	122.42	145.39	312.03	138.54	216.46	171.72
Total Other Programs	1,123.77	1,245.50	1,305.03	1,424.28	1,517.19	2,468.54	2,766.39
Total District	48,283.62	48,454.38	48,852.61	49,436.44	48,825.69	50,679.60	52,129.73

(1) - Original date that the school was placed in service. This date does not reflect additions, renovations, replacements
(2) - Square footage is current including portables
(3) - Total Replacement of Existing Facilities:
Bayshore (2003), Miller (2007), and Daughtrey
(4) - Manatee Technical Institute has four campuses- Main, West, North and East.
N/A - Information Not Applicable

Source: District Records

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
NUMBER OF PERSONNEL
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	(A) Instructional	(B) Administrative	(C) Support Services	Total	Ratio of Students to Instructional Personnel	Ratio of Instructional Personnel to Administrators
2022-2023	3,842	269	2,583	6,694	13.19	14.28
2021-2022	3,773	259	2,520	6,552	13.43	14.57
2020-2021	3,734	255	2,575	6,564	13.08	14.64
2019-2020	3,770	372	2,645	6,787	13.11	10.13
2018-2019	3,545	362	2,508	6,415	13.78	9.79
2017-2018	3,534	316	2,419	6,269	13.71	11.18
2016-2017	3,414	313	2,195	5,922	14.14	10.91
2015-2016	3,467	227	2,403	6,097	13.74	15.27
2014-2015	3,193	190	2,198	5,581	14.70	16.81
2013-2014	3,071	197	2,141	5,409	14.94	15.59

Note: Full-Time Employees funded out of the General Fund.

A. Classroom Teachers, Guidance/Psychologists, Exceptional Education Teachers, Media Specialists Other Professional Instructional Staff
B. Principals, Assistant Principals, Superintendent, Assistant Superintendent, Executive Directors Directors, Managers, Coordinators
C. Paraprofessional, Bus Drivers, Monitors, Maintenance, Clerical, etc.

Sources: District Records, Schedule 19
Florida Department of Education

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
TEACHERS BASE SALARIES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Minimum Salary[a]	Maximum Salary[a]	County Average Salary[b]	Statewide Average Salary[b]
2022-2023	$ 48,586	$ 74,697	$ 52,419	$ 53,142
2021-2022	47,500	74,547	50,517	51,599
2020-2021	46,439	74,235	51,102	51,167
2019-2020	40,504	74,235	49,739	49,269
2018-2019	40,399	74,130	48,472	48,486
2017-2018	40,397	74,128	46,919	48,168
2016-2017	38,287	65,187	45,778	47,858
2015-2016	38,285	65,185	47,569	48,179
2014-2015	38,000	64,700	47,387	47,950
2013-2014	37,843	60,375	47,673	47,780

[a] - 10 Month Teachers with Bachelor's Degree

[b] - Averages include all degree levels

Sources: District Records
Florida Department of Education

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster	Federal Assistance Listing Number	Pass - Through Entity Identifying Number	Passed Through to Subrecipients	Total Expenditures
Clustered				
Child Nutrition Cluster				
United States Department of Agriculture:				
Florida Department of Agriculture and Consumer Services:				
School Breakfast Program	10.553	22002	$ -	$ 5,752,879.06
National School Lunch Program	10.555	22001, 22003	-	19,743,143.57
COVID-19 - National School Lunch Program	COVID-19, 10.555	22001, 22003	-	2,181,458.05
Total National School Lunch Program	10.555		-	21,924,601.62
Summer Food Service Program for Children	10.559	21006, 21007, 22006, 22007	-	376,558.77
Total Child Nutrition Cluster			-	28,054,039.45
Student Financial Assistance Cluster				
United States Department of Education:				
Federal Supplemental Educational Opportunity Grants	84.007	N/A	-	39,017.00
Federal Work-Study Program	84.033	N/A	-	25,254.98
Federal Pell Grant Program	84.063	N/A	-	1,974,941.93
Total Student Financial Assistance Cluster			-	2,039,213.91
Special Education Cluster				
United States Department of Education:				
Special Education - Grants to States:				
Florida Department of Education	84.027	262, 263	189,465.29	11,484,580.24
Sarasota County District School Board	84.027	None	-	210,374.81
Putnam County District School Board	84.027	None	-	101,624.65
Total Special Education - Grants to States			189,465.29	11,796,579.70
Special Education - Preschool Grants:				
Florida Department of Education	84.173	267	-	386,719.66
Total Special Education Cluster			189,465.29	12,183,299.36
Child Care and Development Fund Cluster				
United States Department of Health and Human Services:				
Early Learning Coalition of Manatee County:				
Child Care and Development Block Grant	COVID-19, 93.575	EL313	-	517,142.27
Total Child Care and Development Fund Cluster			-	517,142.27
Not Clustered				
United States Department of Agriculture				
Florida Department of Health:				
Child and Adult Care Food Program	10.558	A 4195	-	1,118,747.99
Florida Department of Agriculture and Consumer Services:				
Fresh Fruit and Vegetable Program	10.582	22004	-	-
Total United States Department of Agriculture			-	1,118,747.99
United States Department of Defense				
Army Junior Reserve Officers Training Corps	12.UNK	N/A	-	732,434.38
United States Department of Justice				
Office of Juvenile Justice and Delinquent Prevention:				
Enhancing School Capacity To Address Youth Violence	**16.839**	15PJDP-22-GK-03892-STOP	-	23,728.10
United States Department of Labor				
Florida Department of Education:				
National Farmworker Jobs Program	17.264	405	-	302,936.65
United States Department of Treasury				
State of Florida Department of Economic Opportunity (DEO):				
Florida Job Growth Workforce Training	COVID-19, 21.027	G0103	-	390,984.33
United States Federal Communications Commission				
Pass through the Universal Service Adminstrative Company (USAC):				
Emergency Connectivity Program	32.009	N/A	-	218,654.81
United States Department of Education				
School Safety National Activities	84.184	190300	-	621,678.59
Education Stabilization Fund:				
Higher Education Emergency Relief Fund - Institutional Portion	COVID-19, 84.425F	N/A		1,301,752.49
American Rescue Plan - Elementary and Secondary Emergency Relief Fund	COVID-19, 84.425U	121	3,820,382.42	32,442,548.42
American Rescue Plan - Elementary and Secondary School Emergency Relief Fund - Homeless Children and Youth Fund	COVID-19, 84.425W	122		174,343.25
Florida Department of Education:				
Governor's Emergency Education Relief Fund	COVID-19, 84.425C	123	-	431,202.20
Elementary and Secondary School Emergency Relief Fund	COVID-19, 84.425D	124, 128	1,144,940.27	11,102,432.07
Governor's Emergency Education Relief Fund & Elementary and Secondary School Emergency Relief Fund	COVID-19, 84.425C-D	123	-	23,524.18
Total Educational Stabilization Fund			4,965,322.69	45,475,802.61
Florida Department of Education:				
Adult Education - Basic Grants to States	84.002	191, 193	-	851,955.62
Title I Grants to Local Educational Agencies	84.010	212, 223, 226	1,172,543.34	14,592,348.07
Migrant Education - State Grant Program	84.011	217	-	497,066.87
Career and Technical Education - Basic Grants to States	84.048	161	-	922,487.11
Education for Homeless Children and Youth	84.196	127	-	157,280.05
Twenty-First Century Community Learning Centers	84.287	244	28,605.35	810,769.48
English Language Acquisition State Grants	84.365	102	-	1,440,657.63
Supporting Effective Instruction State Grants	84.367	224	31,034.02	1,882,018.91
School Improvement Grants	84.377	126	-	11,781.76
Student Support and Academic Enrichment Program	84.424	241	148,887.15	1,146,011.67
Total United States Department of Education			6,346,392.55	68,409,858.37
Total Expenditures of Federal Awards			$ 6,535,857.84	$ 113,991,039.62

The accompanying notes are an integral part of this Schedule.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2023

Notes:

(1) Basis of Presentation - The Schedule of Expenditures of Federal Awards (Schedule) includes the Federal award activity of the Manatee County District School Board under programs of the Federal government for the fiscal year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the District.

(2) Summary of Significant Account Policies - Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) Indirect Cost Rate - The District has not elected to use the 10 percent de minimus cost rate allowed under the Uniform Guidance.

(4) Noncash Assistance: National School Lunch Program. Includes $2,757,817.50 of donated food received during the fiscal year. Donated foods are valued at fair value as determined at the time of donation.

(5) COVID-19 National School Lunch Program. The District incurred $2,181,458.05 in expenditures for the National School Lunch Program grant in the 2020-21 fiscal year.

FLORIDA DEPARTMENT OF EDUCATION
AFFIDAVIT ON IMPACT FEES

STATE OF FLORIDA

MANTEE COUNTY SCHOOL DISTRICT

To the best of my knowledge, I hereby declare that all impact fees collected and expended by my school district, or on its behalf for fiscal year 2022-23, were in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct or improve specific infrastructure needs.

NAME OF AFFIANT Rachel Sellers (*please print*)

SIGNATURE OF AFFIANT Rachel Sellers

TITLE Deputy Superintendent of Business Services (*CFO or equivalent*)

Sworn to and subscribed before me this 26th day of JULY ,20 23

Lisa A Endriss
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

LISA A ENDRISS
(Print, Type, or Stamp Commissioned Name of Notary Public)

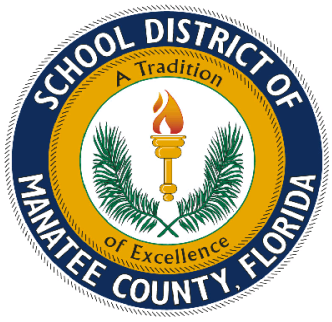
(Check one)
☑ Affiant personally known to notary

Or

☐ Affiant produced identification

Type of Identification Produced: _____

NOTARY PUBLIC STATE OF FLORIDA
LISA A. ENDRISS
MY COMMISSION # HH 241904
EXPIRES: July 15, 2026



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Cherry Bekaert
Your Guide Forward

Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To The Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the School District of Manatee County (the "District") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 10, 2024. Our report includes reference to other auditors who audited the financial statements of the discretely presented component units, as described in our report on the District's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Cherry Bekaert LLP

Tampa, Florida
January 10, 2024

Cherry Bekaert
Your Guide Forward

Report of Independent Auditor on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the School District of Manatee County's (the "District") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2023. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The District's basic financial statements include the operations of discretely presented component units which expended federal awards which are not included in the District's schedule of expenditures of federal awards during the year ended June 30, 2023. Our audit, described below, did not include the operations of the discretely presented component units because each discretely presented component unit engaged other auditors to perform an audit of compliance.

In our opinion, the District complied in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal* Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Cherry Bekaert LLP

Tampa, Florida
January 10, 2024

SCHOOL DISTRICT OF MANATEE COUNTY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

Part I – Summary of Auditor's Results

Financial Statements Section

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:		Unmodified
Internal control over financial reporting:		
• Material weakness(es) identified?	___ yes	_X_ no
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	___ yes	_X_ none reported
Noncompliance material to financial statements noted?	___ yes	_X_ no

Federal Awards

Internal control over major federal programs:		
• Material weakness(es) identified?	___ yes	_X_ no
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	___ yes	_X_ none reported
Noncompliance material to federal awards?	___ yes	_X_ no

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___ yes	_X_ no

Identification of major federal programs:

Federal Assistance Listing No.	Name of Federal Program or Cluster
10.553, 10.555, 10.559	Child Nutrition Cluster
84.425	Education Stabilization Fund

Dollar threshold used to distinguish between Type A and Type B Programs:	$ 3,000,000	
Auditee qualified as low-risk auditee?	_X_ yes	___ no

Part II — Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

There are no findings required to be reported in accordance with *Government Auditing Standards*.

Part III — Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major programs, as required to be reported by 2 CFR 200.516(a).

There were no findings required to be reported by 2 CFR 200.516(a).

Cherry Bekaert
Your Guide Forward

Independent Auditor's Management Letter

To the Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

Report of the Financial Statements

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the School District of Manatee County (the "District") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 10, 2024. We did not audit the financial statements of the aggregate discretely presented component units; those financial statements were audited by other auditors.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and Chapter 10.800, Rules of the Auditor General.

Other Reporting Required by *Government Auditing Standards*

We have issued our Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, Report of Independent Auditor on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs, and Report of Independent Accountant on Compliance with Local Government Investment Policies. Disclosures in those reports and schedule, which are dated January 10, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.804(1)(f)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings or recommendations were made in the preceding annual financial audit report.

Financial Condition and Management

Section 10.804(1)(f)2., Rules of the Auditor General, requires us to communicate whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, the results of our tests did not indicate the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.804(1)(f)5.a. and 10.805(7), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.804(1)(f)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Section 10.804(1)(f)6., Rules of the Auditor General, requires that we communicate the results of our determination as to whether the District maintains on its website the information specified in Section 1011.035, Florida Statutes. In connection with our audit, we determined that the District maintained on its website the information specified in Section 1011.035, Florida Statutes.

Additional Matters

Section 10.804(1)(f)4., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

The purpose of this management letter is to communicate certain matters prescribed by Chapter 10.800, Rules of the Auditor General. Accordingly, this management letter is not suitable for any other purpose.

Cherry Bekaert LLP

Tampa, Florida
January 10, 2024

Cherry Bekaert
Your Guide Forward

Report of Independent Accountant on Compliance With Local Government Investment Policies

To the Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

We have examined the School District of Manatee County's (the "District") compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the year ended June 30, 2023. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to the engagement.

Our examination does not provide a legal determination on the District's compliance with the specified requirements.

In our opinion, the District complied, in all material respects, with the local investment policy requirements of Section 218.415, Florida Statutes, during the year ended June 30, 2023.

The purpose of this report is to comply with the audit requirements of Section 218.415, Florida Statutes, and Rules of the Auditor General.

Cherry Bekaert LLP

Tampa, Florida
January 10, 2024

PRIOR AUDIT FOLLOW-UP

There were no prior financial statement or Federal award findings requiring follow-up.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

The District did not have prior audit findings required to be reported under 2 CFR 200.511.

AGENDA ITEM NO. 19.3

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the District's School Internal Accounts Audit Report as of and for the Year Ended June 30, 2023 (No Financial Impact)

Executive Summary
A copy of School Internal Accounts Audit Report has been prepared by the District's External Auditor, Cherry Bekaert LLP, and attached for review. This audit is performed in accordance with Chapter 8 – School Internal Funds, Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the School Internal Accounts Audit Report as of June 30, 2023 (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
School District of Manatee County - 6-30-2023 - Internal Accounts FS - CLIENT

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA MISCELLANEOUS SPECIAL REVENUE FUND (School Internal Accounts)

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

As of and for the Year Ended June 30, 2023

And Reports of Independent Auditor

Cherry Bekaert LLP
Your Guide Forward

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
MISCELLANEOUS SPECIAL REVENUE FUND (SCHOOL INTERNAL ACCOUNTS)
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Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor

To the Honorable Members of the School Board
School District of Manatee County, Florida
Bradenton, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Miscellaneous Special Revenue Fund (the "School Internal Accounts") of the School District of Manatee County, Florida (the "District") as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the School Internal Accounts as of June 30, 2023, and the changes its in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 of the financial statements, present only the School Internal Accounts and do not purport to and do not present fairly the financial position of the District as of June 30, 2023, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that comprise the School Internal Accounts' financial statements. The accompanying supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 16, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Cherry Bekaert LLP

Tampa, Florida
October 16, 2023

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
MISCELLANEOUS SPECIAL REVENUE FUND
BALANCE SHEET

JUNE 30, 2023

ASSETS		
Cash and cash equivalents	$	5,964,703
Accounts receivable		66,787
Investments		151,608
Inventory		113,461
Restricted investments		141,360
Total Assets	$	6,437,919
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$	113,488
Total Liabilities		113,488
Fund Balance:		
Nonspendable		113,461
Restricted for student organizations		6,210,970
Total Fund Balance		6,324,431
Total Liabilities and Fund Balance	$	6,437,919

The accompanying notes to the financial statements are an integral part of these statements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
MISCELLANEOUS SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

YEAR ENDED JUNE 30, 2023

Revenue:	
Student organization activities	$ 9,427,037
Total Revenue	9,427,037
Expenditures:	
Student organization activities	9,020,682
Total Expenditures	9,020,682
Excess of Revenues over Expenditures	406,355
Net change in fund balance	406,355
Fund balance, beginning of year	5,918,076
Fund balance, ending of year	$ 6,324,431

The accompanying notes to the financial statements are an integral part of these statements.

Note 1—Summary of significant accounting policies

Reporting Entity – The School District of Manatee County, Florida's (the "District") Miscellaneous Special Revenue Fund (the "School Internal Accounts") is comprised of individual accounts of the 52 public schools and centers located within the geographical boundaries of the Manatee County School District (the "Schools").

The governing body of the District is the Manatee County District School Board and is composed of five elected members. The appointed Superintendent of the Schools is the executive officer of the District. The District is part of the state of Florida system of public education under the general direction and control of the state Board of Education.

The School Internal Accounts are included as a special revenue fund in the District's annual financial report. The accompanying financial statements present only the School Internal Accounts and are not intended to present the financial position and results of operation of the District in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Measurement Focus and Basis of Accounting –The District accounts for its School Internal Accounts as a special revenue fund. This fund is organized into sub-funds to account for each school in the District. The School Internal Accounts at the individual school level recognize cash receipts and cash disbursements using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are recorded when a liability is incurred.

Cash and Cash Equivalents – Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Investments classified as cash equivalents include amounts placed with the state Board of Administration in Florida PRIME created by Section 218.405, Florida Statutes, and with the Florida Fixed Income Trust ("FL FIT"). The District maintains common cash and investment pools for the use of all funds. The Florida PRIME investment pool operates under investment guidelines established by Section 215.47, Florida Statutes. Certificates of deposit and amounts with Florida PRIME are reported at amortized cost, which approximates fair value. Amounts in FL FIT are measured at fair market value, which approximates fair value.

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by the Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

Investments and Restricted Investments – Investments consist of certificates of deposit with maturities over three months, and equities portfolios held by two schools. Certificates of deposit are reported at amortized cost, which approximates fair value. Equities portfolios are measured at fair value based on quoted prices. Investments classified as restricted represent the corpus and accumulated gains of donor restricted contributions and investments not expected to be used during the owning school's next fiscal year. Types and amounts of investments held at fiscal year-end are described in a subsequent note on investments. As of June 30, 2023, the School Internal Accounts had $151,608 in unrestricted funds of the District with maturities over three months, which are reported as investments. The School Internal Accounts held an additional $141,360 in funds of the District in equities portfolios related to scholarships and endowments, which are reported as restricted investments.

Inventories – Inventories consist of expendable supplies held for consumption in the course of operations. Inventories are stated at cost on the first-in, first-out basis. The costs of inventories are recorded as expenditures when used rather than purchased.

Note 1—Summary of significant accounting policies (continued)

Fund Balance – Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Fund balances are classified as follows, as applicable:

Nonspendable: Fund balances are classified as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.

Restricted: Fund balances are classified as restricted when there are limitations imposed on their use either through the enabling legislation, constitutional provisions, or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Note 2—Investments

As of June 30, 2023, the School Internal Accounts had the following investments and maturities. As described in Note 1, short-term investments with original maturities of three months or less are reported on the balance sheet as cash equivalents:

Short-Term Investments (Cash Equivalents)	Maturities	Fair Value
Florida PRIME	37 Days Average	$ 115,680
Florida Fixed Income Trust (FL FIT)	19 Days Average	175,103
Certificates of Deposit - Short Term	92 Days Average	30,072
Total short-term investments (cash equivalents)		$ 320,855

Unrestricted Long-Term Investments	Maturities	Fair Value
Certificates of Deposit - Long Term	277 Days Average	$ 151,608
Total long-term investments		$ 151,608

Restricted Investments	Maturities	Fair Value
Equities	N/A	$ 141,360
Total restricted investments		$ 141,360

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Section 218.415(17), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they become due.

Florida PRIME, FL FIT, and the certificates of deposit use a weighted-average days to maturity (“WAM”). A portfolio’s WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the portfolio to interest rate changes.

Note 2—Investments (continued)

For Florida PRIME, Chapter 218.409(8)(a), Florida Statutes states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the monies in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit, contributions to or withdrawals from the trust fund to ensure the board can invest monies entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the "Trustees", the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days." As of June 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

Credit Risk – The District's investment policy authorizes the following investments, which are limited to credit quality ratings from nationally recognized rating agencies, as follows:

- Florida PRIME when rated at least AAAm by Standard & Poor's or the equivalent by another Nationally Recognized Statistical Rating Organization ("NRSRO")
- United States Government Securities
- United States Government Agencies
- Federal Instrumentalities (United States Government Sponsored Enterprise)
- Interest-Bearing Time Deposit or Savings Accounts
- Repurchase Agreements
- Commercial Paper of any United States company that is rated, at the time of purchase, Prime 1 by Moody's and A-1 by Standard & Poor's (prime commercial paper)
- Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum single A category by any two NRSROs
- State and/or Local Government Taxable and/or Tax-Exempt Debt, general obligation and/or revenue bonds, rated at the time of purchase, at a minimum single A category by any two NRSROs for long-term debt, or rated at least MIG-1 by Moody's or SP-1 by Standard & Poor's for short-term debt
- Money Market Mutual Funds rated AAAm by Standard & Poor's or the equivalent by another NRSRO
- Short-Term Bonds rated AAf or better by Standard & Poor's or the equivalent by another NRSRO
- Intergovernmental Investment Pools rated AAAm/AAf by Standard & Poor's or the equivalent by another NRSRO

The School Internal Accounts' investment in Florida PRIME was rated AAAm by Standard & Poor's.

The School Internal Accounts' investment in FL FIT was rated AAAf/S1 by Fitch Ratings.

Note 2—Investments (continued)

Custodial Credit Risk – Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the District will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Section 218.415(18), Florida Statutes, requires the District to earmark all investments and (1) if registered with the issuer or its agents, the investment must be immediately placed for safekeeping in a location that protects the governing body's interest in the security; (2) if in book-entry form, the investment must be held for the credit of the governing body by a depository chartered by the federal government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or (3) if physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

The District's investment policy requires all investment securities purchased by the District shall be held by third party custodians and be properly designated as an asset of the District. All investments, except for investments in Florida PRIME and all local government investment pools, will be held in third party custodial accounts in the District's name.

Concentration of Credit Risk – The District's investment policy has established permitted investment sectors which are designed to reduce concentration of credit risk of the District's investment portfolio.

Fair Value Disclosures – The District categorizes its fair value measurements within the fair value hierarchy established by U.S. GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset:

Level 1 – Inputs are quoted prices in active markets for identical assets;

Level 2 – Inputs are significant other observable inputs; and

Level 3 – Inputs are significant unobservable inputs.

The School Internal Accounts' investments in equities are Level 1 inputs.

The investments in Florida Prime, certificates of deposits, and FL FIT have not been classified in the fair value hierarchy. All investments may be redeemed without advance notice and there are no limitations as to the frequency of redemptions for any investment pools; however, Florida PRIME has the ability to impose restrictions on withdrawals should a material event occur. Detailed information on the withdrawal restrictions that may be imposed and Florida PRIME's responsibilities should such an event occur are described in Section 218.409(8)(a), Florida Statutes. The District has no unfunded commitments to invest in any investment pool.

SUPPLEMENTARY INFORMATION

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
MISCELLANEOUS SPECIAL REVENUE FUND
COMBINING SCHEDULE OF CHANGES IN TOTAL FUND BALANCE BY SCHOOL

YEAR ENDED JUNE 30, 2023

	Fund Balance July 1, 2022	Revenues	Expenditures	Fund Balance June 30, 2023
Elementary Schools:				
Abel Elementary School	$ 62,457	$ 73,729	$ 85,156	$ 51,030
Anna Maria Elementary School	35,912	25,172	32,012	29,072
Ballard Elementary School	49,096	36,402	34,247	51,251
Bashaw Elementary School	211,153	144,979	110,049	246,083
Bayshore Elementary School	73,778	83,679	75,712	81,745
Blackburn Elementary School	32,159	48,231	40,608	39,782
Braden River Elementary School	66,154	99,591	106,323	59,422
Daughtrey Elementary School	37,827	47,962	50,401	35,388
Freedom Elementary School	79,267	61,033	63,745	76,555
Gullett Elementary School	70,530	136,730	127,756	79,504
Harvey Elementary School	97,272	372,271	315,579	153,964
Kinnan Elementary School	61,033	58,863	58,600	61,296
Manatee Elementary School	35,823	24,555	28,552	31,826
McNeal Elementary School	44,105	87,363	86,192	45,276
Miller Elementary School	84,541	87,128	74,029	97,640
Mills Elementary School	117,583	216,250	205,280	128,553
Moody Elementary School	31,467	30,026	31,939	29,554
Myakka Elementary School	28,559	51,085	43,730	35,914
Oneco Elementary School	35,674	34,099	25,871	43,902
Palma Sola Elementary School	38,928	52,200	49,715	41,413
Palmetto Elementary School	35,736	44,946	35,120	45,562
Prine Elementary School	30,367	88,244	73,783	44,828
Rogers Garden Elementary School	23,083	39,433	40,358	22,158
Samoset Elementary School	33,012	85,219	85,140	33,091
Sea Breeze Elementary School	91,762	87,821	75,383	104,200
Stewart Elementary School	92,610	68,944	70,531	91,023
Tara Elementary School	67,179	93,882	88,077	72,984
Tillman Elementary School	22,137	14,543	11,688	24,992
Williams Elementary School	127,475	233,746	191,285	169,936
Willis Elementary School	51,156	61,521	57,605	55,072
Witt Elementary School	82,970	79,125	71,192	90,903
Total	1,950,805	2,668,772	2,445,658	2,173,919

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
MISCELLANEOUS SPECIAL REVENUE FUND
COMBINING SCHEDULE OF CHANGES IN TOTAL FUND BALANCE BY SCHOOL
(CONTINUED)

YEAR ENDED JUNE 30, 2023

	Fund Balance July 1, 2022	Revenues	Expenditures	Fund Balance June 30, 2023
Middle Schools:				
Braden River Middle School	$ 181,752	$ 217,276	$ 226,546	$ 172,482
Buffalo Creek Middle School	130,279	201,788	222,905	109,162
Haile Middle School	127,531	184,861	203,382	109,010
Harllee Middle School	4,106	149	74	4,181
Johnson K-8 International School	74,853	105,852	95,988	84,717
King Middle School	81,661	116,220	113,372	84,509
Lee Middle School	48,823	81,232	87,312	42,743
Lincoln Memorial Middle School .	11,185	44,284	42,449	13,020
Mona Jain Middle School	78,917	142,345	169,140	52,122
Nolan Middle School	131,307	242,670	244,897	129,080
Palm View K-8 School	31,092	97,809	84,143	44,758
Sugg Middle School	55,951	109,232	107,910	57,273
Total	957,457	1,543,718	1,598,118	903,057
High Schools:				
Bayshore High School	178,164	277,084	266,704	188,544
Braden River High School	181,751	652,383	656,493	177,641
Horizons High School	13,255	9,623	13,212	9,666
Lakewood Ranch High School	637,150	1,037,448	950,033	724,565
Manatee High School	565,495	871,185	996,169	440,511
Palmetto High School	198,089	738,245	675,598	260,736
Parrish Community High School	301,836	746,435	576,411	471,860
Southeast High School	258,555	409,066	411,727	255,894
Total	2,334,295	4,741,469	4,546,347	2,529,417
Other:				
Administrative Services	15,495	5,017	5,336	15,176
Manatee Technical College	660,024	468,061	425,223	702,862
Total	675,519	473,078	430,559	718,038
Grand Total	$ 5,918,076	$ 9,427,037	$ 9,020,682	$ 6,324,431

Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Members of the School Board
School District of Manatee County
Bradenton, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Miscellaneous Special Revenue Fund (the "School Internal Accounts") of the School District of Manatee County, Florida (the "District"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, and have issued our report thereon dated October 16, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School Internal Accounts' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Cherry Bekaert LLP

Tampa, Florida
October 16, 2023

AGENDA ITEM NO. 19.4

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Revision of the Job Description of Assistant Director Construction Services (No Financial Impact)

Executive Summary
The revisions of the Assistant Director Construction Services job description include updates to the position's performance responsibilities.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revision of the job description of Assistant Director Construction Services. (No Financial Impact)

Financial Impact
There is no financial impact associated with the revisions.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
74006 Assistant Director Cosntruction Services FAC003 Redlined
74006 Assistant Director Cosntruction Services FAC003 Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ASSISTANT DIRECTOR, CONSTRUCTION SERVICES
State Title: ASSISTANT DIRECTOR FACILITIES/CONSTRUCTION
JOB DESCRIPTION

JOB GOAL:
To assist the Director to ensure that all new, remodeled, and renovated facilities and sites meet the highest standard of design, construction, and appropriateness for the educational activities they are intended to foster.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited educational institution in building construction, architecture, or engineering.
2. Minimum of five (5) years of direct construction administration experience representing a design firm, general contractor, or owner.
3. Demonstrated familiarity with computer systems and construction management software.
4. A current license in the State of Florida as a General Contractor, Architect or Engineer is preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge and understanding of public-school facilities planning ~~including~~to include site, educational planning and design, construction, capital budgeting and local, state and federal regulations. Ability to communicate effectively, both orally and in writing, with schools and construction industry personnel. Ability to use business English, spelling and punctuation. Ability to perform basic mathematical skills and algebraic computations with reasonable speed and accuracy. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral or schedule form. Computer experience, specifically Microsoft applications, with word processing and spreadsheets. Ability to manage time wisely. Ability to speak clearly and concisely on the telephone or in person. Ability to use calculators, copy machines and other assorted office machinery. Ability to make decisions in accordance with District rules, regulations, and policies. Ability to establish and maintain harmonious working relationships with other employees and the public.

REPORTS TO:
Director, Construction Services

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Protect and promote the interest of the district and the department.
2. Represent the department on business, community, and district level groups.
3. Advocate, facilitate and monitor the alignment of Department vision and mission with the District vision and mission.
4. Supervise the departmental programs and encourage continuous improvement within the department.
5. Manage the recommendation, development and implementation of new construction, remodeling and renovation of both educational and ancillary facilities and sites in accordance with District, legal and educational requirements.
6. Assist in the preparation and monitoring of the capital outlay component of the District budget, including local and external funds for capital Outlay Projects.
7. Interface with the Internal Auditor.
8. Assist the Director with supervising the system of selection and evaluation of design professionals, contractors, and consultants.
9. Assist the Director with establishing and monitoring a system of budget, plan and specification development and review, contract negotiations, construction management and inspections in accordance with Board Rule Policy and Florida Statutes.

10. Assist the Director with recommending, implementing, and maintaining an accurate facilities' records system, including appropriate contracts, drawings, specifications, warranties, approvals, inventories, and other related data.
11. Assist the Director with supervising assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment actions.
12. Participate in government and professional organizations pertinent to the construction of educational facilities.
13. Assist the Director with recommending to the ~~Assistant Superintendent of School Support Services~~ Deputy Superintendent of Operations the selection, transfer, or termination of Department of Construction Services personnel.
14. Assist the Director with advocating, facilitating, and monitoring the professional growth and performance of employees through providing ongoing training opportunities.
15. Assist the Director with encouraging employee involvement, empowerment, responsibility, and innovation.
16. Assist the Director with recognizing outstanding performance of employees.
17. Assist the Director with negotiating and evaluating improvement objectives with department personnel.
18. Assist the Director with advocating, facilitating, and monitoring alignment of department plans and budgeting to District strategic directions.
19. Assist the Director with developing a Management Team to support the District Strategic Plan.
20. Assist the Director with communicating District Team goals.
21. Assist the Director with developing short- and long-term goals.
22. Maintain an~~d~~ information system that provides information requests in a timely manner.
23. Assist the Director with gathering, monitoring, and sharing data for comparison and improvement purposes.
24. Assist with reports to analyze and use operational results to improve service.
25. Assist the Director with facilitating and monitoring current level of departmental performance.
26. Assist the Director with advocating, facilitating, and monitoring the development, deployment, and results of department improvement initiatives as they relate to District initiatives.
27. Assist the Director with evaluating overall operational performance.
28. Assist the Director with representing departmental concerns to the appropriate administrators.
29. Assist the Director with listening to customer input.
30. Assist the Director with advocating, facilitating, and monitoring customer satisfaction data.
31. Assist the Director with communicating with SACs and other community organizations.
~~32. Compile and analyze data as required by the Director for the Sales Tax Accountability Committee.~~
32. Assist the Director with development of School Board Agenda items specific to the Department.
33. Assist the Director with the process of continuing staff development and improvement. This is to include programs to enhance and develop the abilities of all professional level positions and clerical positions.
34. Be capable of performing ~~all of~~all the duties of Project Director as required by the workload of the department.
35. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
01/09/2006

Revised:

05/14/2007 New Format
01/30/2024

SALARY SCHEDULE: SAMP
PAY GRADE: D14
SHORT TITLE: FAC003
STATE JOB CODE: 74006

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ASSISTANT DIRECTOR, CONSTRUCTION SERVICES
State Title: ASSISTANT DIRECTOR FACILITIES/CONSTRUCTION
JOB DESCRIPTION

JOB GOAL:
To assist the Director to ensure that all new, remodeled, and renovated facilities and sites meet the highest standard of design, construction, and appropriateness for the educational activities they are intended to foster.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited educational institution in building construction, architecture, or engineering.
2. Minimum of five (5) years of direct construction administration experience representing a design firm, general contractor, or owner.
3. Demonstrated familiarity with computer systems and construction management software.
4. A current license in the State of Florida as a General Contractor, Architect or Engineer is preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge and understanding of public-school facilities planning to include site, educational planning and design, construction, capital budgeting and local, state, and federal regulations. Ability to communicate effectively, both orally and in writing, with schools and construction industry personnel. Ability to use business English, spelling and punctuation. Ability to perform basic mathematical skills and algebraic computations with reasonable speed and accuracy. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral or schedule form. Computer experience, specifically Microsoft applications, with word processing and spreadsheets. Ability to manage time wisely. Ability to speak clearly and concisely on the telephone or in person. Ability to use calculators, copy machines and other assorted office machinery. Ability to make decisions in accordance with District rules, regulations, and policies. Ability to establish and maintain harmonious working relationships with other employees and the public.

REPORTS TO:
Director, Construction Services

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Protect and promote the interest of the district and the department.
2. Represent the department on business, community, and district level groups.
3. Advocate, facilitate and monitor the alignment of Department vision and mission with the District vision and mission.
4. Supervise the departmental programs and encourage continuous improvement within the department.
5. Manage the recommendation, development and implementation of new construction, remodeling and renovation of both educational and ancillary facilities and sites in accordance with District, legal and educational requirements.
6. Assist in the preparation and monitoring of the capital outlay component of the District budget, including local and external funds for capital Outlay Projects.
7. Interface with the Internal Auditor.
8. Assist the Director with supervising the system of selection and evaluation of design professionals, contractors, and consultants.
9. Assist the Director with establishing and monitoring a system of budget, plan and specification development and review, contract negotiations, construction management and inspections in accordance with Board Rule Policy and Florida Statutes.

10. Assist the Director with recommending, implementing, and maintaining an accurate facilities' records system, including appropriate contracts, drawings, specifications, warranties, approvals, inventories, and other related data.
11. Assist the Director with supervising assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment actions.
12. Participate in government and professional organizations pertinent to the construction of educational facilities.
13. Assist the Director with recommending to the Deputy Superintendent of Operations the selection, transfer, or termination of Department of Construction Services personnel.
14. Assist the Director with advocating, facilitating, and monitoring the professional growth and performance of employees through providing ongoing training opportunities.
15. Assist the Director with encouraging employee involvement, empowerment, responsibility, and innovation.
16. Assist the Director with recognizing outstanding performance of employees.
17. Assist the Director with negotiating and evaluating improvement objectives with department personnel.
18. Assist the Director with advocating, facilitating, and monitoring alignment of department plans and budgeting to District strategic directions.
19. Assist the Director with developing a Management Team to support the District Strategic Plan.
20. Assist the Director with communicating District Team goals.
21. Assist the Director with developing short- and long-term goals.
22. Maintain an information system that provides information requests in a timely manner.
23. Assist the Director with gathering, monitoring, and sharing data for comparison and improvement purposes.
24. Assist with reports to analyze and use operational results to improve service.
25. Assist the Director with facilitating and monitoring current level of departmental performance.
26. Assist the Director with advocating, facilitating, and monitoring the development, deployment, and results of department improvement initiatives as they relate to District initiatives.
27. Assist the Director with evaluating overall operational performance.
28. Assist the Director with representing departmental concerns to the appropriate administrators.
29. Assist the Director with listening to customer input.
30. Assist the Director with advocating, facilitating, and monitoring customer satisfaction data.
31. Assist the Director with communicating with SACs and other community organizations.
32. Assist the Director with development of School Board Agenda items specific to the Department.
33. Assist the Director with the process of continuing staff development and improvement. This is to include programs to enhance and develop the abilities of all professional level positions and clerical positions.
34. Be capable of performing all the duties of Project Director as required by the workload of the department.
35. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently as needed to move objects.

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EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
01/09/2006

Revised:
05/14/2007 New Format
01/30/2024

SALARY SCHEDULE: SAMP
PAY GRADE: D14
SHORT TITLE: FAC003
STATE JOB CODE: 74006

AGENDA ITEM NO. 20.1

School Board of Manatee County
January 30, 2024 - Regular Board Meeting
Action Item

Title
Hurricane Idalia Reimbursement FEMA Sub-grant DR-4734 (Anticipated Incoming Grant Funds)

Executive Summary
SDMC Policy po8415 requires the School Board to be informed of the amount of expenditures requesting reimbursement from FEMA. The School District of Manatee County has applied for reimbursement of an estimated amount of $286,000. This amount is the estimated amount-based category B expenditures, actual reimbursement is based on actual expenditures.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Attachments:
Risk Assessment Questionnaire Hurricane Idalia
DR 4734 Sub Grant Agreement Signed

Attachment 3: RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:
Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at *fdem-pa-compliance@em.myflorida.com.*

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: DR-4734 Hurricane Idalia

Subrecipient Name (Entity): School District of Manatee County

Fiscal Year End Date: 06/30/2024

Risk Assessment Completed by: Cathy Miley Date: 12/18/2023

1. Has this entity ever been suspended or debarred?
   - ☑ A. No, this entity has not been suspended or debarred within the last 10 years.
   - ☐ B. Yes, this entity has been suspended or debarred in the last 4-10 years.
   - ☐ C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?
   - ☑ A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
   - ☐ B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
   - ☐ C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?
   - ☑ A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
   - ☐ B. Yes, this entity has been awarded Public Assistance funding for 1 event.
   - ☐ C. No, this entity has not been awarded Public Assistance funding.

Comments:

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- [x] A. Yes, obligated large projects.
- [ ] B. Yes, obligated small projects.
- [ ] C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- [x] A. Yes.
- [ ] B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
- [ ] C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- [ ] A. No.
- [x] B. Yes, there has been turnover in one (1) Key Personnel position.
- [ ] C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:
Change in Superintendent

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- [x] A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- [ ] B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- [ ] C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- [x] A. Yes.
- [ ] B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- [ ] C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- [x] Accounting
- [x] Conflict of Interest
- [x] Internal Controls
- [x] Procurement
- [x] Timekeeping and Payroll
- [x] Ethics
- [x] Inventory, Property, and
- [x] Equipment Records Retention

Comments:

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: $_____

Category B: $ 286,000.00

Category C: $_____

Category D: $_____

Category E: $_____

Category F: $_____

Category G: $_____

Category Z: $_____

For FDEM Use Only

FDEM Comments:

_____

_____

_____

_____

_____

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result: 0

Risk Rating:

✓

Agreement Number: Z4154

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Manatee County School Board
Subrecipient's unique entity identifier:	XKGXG94KMH65
Federal Award Date:	09/01/2023
Subaward Period of Performance Start and End Date (Cat A-B):	08/31/2023 - 2/29/2024
Subaward Period of Performance Start and End Date (Cat C-G):	08/31/2023 - 2/28/2025
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Manatee County School Board (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name	Mr. Stephane Malet
Title	Grant Program Manager
Bureau of	Recovery
Address:	Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Telephone:	(850) 815-4469
Email:	Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Rachel Sellers

Address: 215 Manatee Ave W
Bradenton, FL 34205

Telephone: 941-708-8770 ext. 41108
Email: SellersR2@manateeschools.net

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Certification Regarding Debarment

ii. Attachment B – Systems Access Form

iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Manatee County School Board

By: _____
(Signature)

Name: Dr. Jason C. Wysong

Title: Superintendent

Date: 12/18/2023

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

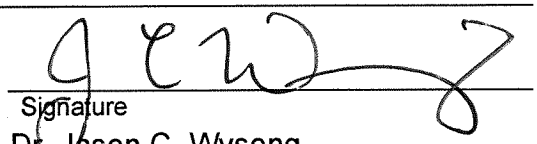
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: 
Signature

Dr. Jason C. Wysong
Name and Title

215 Manatee Avenue West
Street Address

Bradenton, FL, 34206-9069
City, State, Zip

12/18/2023
Date

Manatee County School Board
Subrecipient's Name

Z4154
DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Manatee County School Board

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Dr. Jason C. Wysong	Name: Cathy Miley
Signature: J C W	Signature: Cathy Miley
Organization / Official Position: Superintendent	Organization / Official Position: Director of Finance
Mailing Address: PO Box 9069	Mailing Address: PO Box 9069
City, State, Zip: Bradenton, FL 34206-9069	City, State, Zip: Bradenton, FL 34206-9069
Daytime Telephone: 941-708-8770 ext. 41260	Daytime Telephone: 941-708-8770 ext. 41111
E-mail Address: WysongJ@manateeschools.net	E-mail Address: mileyc@manateeschools.net
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Rachel Sellers	Name: Cathy Miley
Signature: Rachel Sellers	Signature: Cathy Miley
Organization / Official Position: Deputy Superintendent of Business Services	Organization / Official Position: Director of Finance
Mailing Address: PO Box 9069	Mailing Address: PO Box 9069
City, State, Zip: Bradenton, FL 34206-9069	City, State, Zip: Bradenton, FL 34206-9069
Daytime Telephone: 941-708-8770 ext. 41108	Daytime Telephone: 941-708-8770 ext. 41111
E-mail Address: SellersR2@manateeschools.net	E-mail Address: mileyc@manateeschools.net
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name: Bill Kelley	Name
Signature: Bill Kelley	Signature
Organization / Official Position: Director of Risk Managment	Organization / Official Position
Mailing Address: PO Box 9069	Mailing Address
City, State, Zip: Bradenton, FL 34206-9069	City, State, Zip
Daytime Telephone: 941-708-8770 ext. 411057	Daytime Telephone
E-mail Address: Kelley2w@manateeschools.net	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

J C W

Subrecipient Authorized Representative Signature

12/18/2023

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Manatee County School Board **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000728

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 081-0ACAC-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, School District of Manatee County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Dr. Jason C. Wysong/Superintendent

Name and Title of Subrecipient/contractor's Authorized Official

12/18/2023

Date